

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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ORIGINAL

801 E. OVERLAND PARKING LOT
CONCESSION AGREEMENT

Delia Briones
COUNTY CLERK
EL PASO COUNTY, TEXAS

This Concession Agreement (hereinafter the "Agreement") made and entered into this 28th day of June, 2010, by Diversified Parking, Inc. (hereinafter the "Concessionaire"), and El Paso County (hereinafter referred to as "County" or "Owner").

RECITALS:

WHEREAS, the County owns and operates a surface vehicle Parking Lot at 801 E. Overland Street, El Paso, Texas, consisting of approximately 32,488 square feet of land containing 125 parking spaces and 4 disabled parking spaces, in which parking is available to the public (hereinafter the "Parking Lot" or "Facility").

WHEREAS, Concessionaire is engaged in the business of operating and managing vehicle parking lots and was awarded El Paso County RFP No. 09-069 on May 17, 2010 (hereinafter the "Bid").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and available consideration, the receipt and sufficiency of which is hereby acknowledged, is agreed as follows:

I. DEFINITIONS.

A. "Agreement" shall include this Concession Agreement and Concessionaire's Response to County's RFP #09-069, RFP for the Operation and Management of the Overland Street Parking Lot.

B. "Services" shall mean, complete daily operation of the parking lot, including collection and reporting of parking fees; cleaning of parking lot and adjacent sidewalks of trash and debris, etc.; maintenance and repair of all surfaces of parking lot, line painting, equipment and any other cost of operation during the Term of this Agreement.

C. "Gross Revenue" shall mean the gross revenues received by Concessionaire at the Facility from all categories of Services sold or provided there or from there, whether for cash or credit, collected or uncollected, and excluding only federal, state and local sales, excise or equivalent taxes levied upon Services revenues.

D. "Contract Year" shall mean the period beginning on October 1st of each calendar year and ending on September 30th of each succeeding calendar year during the Term of this Agreement, regardless of the date of execution hereof.

II. GRANT OF CONCESSION.

A. The County hereby grants the Concessionaire for and throughout the Term of this Agreement and all extensions and renewals thereof, the exclusive right to use and occupy for the purpose of providing Services, the Facility, including but not limited to all such areas, improvements, furnishings, trade fixtures and equipment owned by the County located at the Facility.

B. Concessionaire shall have the exclusive right to operate the Facility. Failure to provide any service essential to the operation of the Facility, including but not limited to the provisions of Sections, IV, V, and VI, or as otherwise determined by the County, will be considered to be a breach of this Agreement.

C. The concession grant does not require continuous operation by the Concessionaire, but rather requires that Concessionaire shall provide parking services and personnel necessary to serve the public during Facility operating hours.

D. Concessionaire shall take possession of the improvements, equipment, fixtures and furnishings (except as otherwise set forth herein) in the areas to be occupied by Concessionaire, which Concessionaire agrees to accept in an "as is" condition, on the commencement date of the Term.

E. Concessionaire shall, upon termination or expiration of this Agreement, quit and deliver up the Parking Lot to Owner peaceably, quietly and in as good order and condition as the same is now or may be hereafter improved by Concessionaire, reasonable wear and tear excepted. The parties agree that this Agreement conveys no interest in real estate or any improvement thereon.

III. TERM, COMMENCEMENT DATE, AND DEFAULT.

A. Term. The term of this Agreement (hereinafter the "Term") shall be one (1) year, commencing on July 1, 2010, , regardless of the date of execution hereof, and ending June 30, 2011. Owner shall have the option to extend this Agreement for three (3) one-year terms upon the same terms and conditions. Said option must be exercised in writing to the Concessionaire no less than sixty (60) days prior to the expiration of the initial term of this Agreement.

1. This Agreement may be terminated by the Owner without cause upon 30 days written notice to Concessionaire at the address provided in Section XIV.

2. This Agreement may be terminated by the parties at any time upon mutual consent.

B. Holdover. It is expressly agreed and understood that any holding over of the Parking Lot by Concessionaire after the expiration of this Agreement shall operate and be construed as a month-to-month Concession Agreement on the same terms and conditions as this Agreement contains.

C. Default. If Concessionaire shall default in any obligation hereunder to pay a sum of money when or in the amount due, and remain in default with respect thereto for five (5) days after receipt of notice in writing from Owner, pursuant to Section 20, pointing out such default, or shall default in any other obligation hereunder, and remain in default with respect thereto for thirty (30) days after a receipt of notice from Owner, pursuant to Section XIV, pointing out such default, or

if Concessionaire be declared bankrupt, or if a receiver be appointed for Concessionaire, or if Concessionaire attempts to transfer this Agreement for the benefit of creditors, then in any such event, Owner may at its option declare this Agreement wholly at an end (as if the term of this Agreement had then expired) except for any money then due Owner from Concessionaire and Concessionaire shall thereupon remove its personal property and personnel from the Parking Lot.

IV. CONCESSION FEE AND PAYMENT

A. In consideration of the rights and privileges granted Concessionaire hereunder, Concessionaire agrees to pay to the County as a "Concession Fee" a minimum of \$8,000.00 or 80% of Concessionaire's Gross Revenue, whichever is greater, for each month during the Term of this Agreement. Said Concession Fee shall be paid monthly, without demand, to the El Paso County Auditor, Treasury Division, located at the El Paso County Administration Building, 800 E. Overland, Suite 406, El Paso, Texas unless notified otherwise in writing. The Concession Fee shall be due on the twentieth (20th) of the month for the previous month. The Concession Fee payment shall be accompanied by a complete accounting statement listing the Gross Revenue for the previous month.

B. A penalty of one percent (1%) per month shall be assessed by Owner against the Concessionaire for Concession Fee payments in arrears.

V. ACCOUNTING AND REPORTING.

A. Accounting. Concessionaire agrees to maintain throughout the Term and for a period of two (2) years thereafter, in accordance with generally accepted accounting standards, such records as may be reasonably necessary for it to accurately record its Facility Gross Revenues. The general form of Concessionaire's sales records shall be subject to the reasonable approval of the County for compliance with the provisions of this Agreement and shall be subject to inspection or audit without notice by the County, its officers, employees and representatives, during the regular business hours of the Facility or at the Concessionaire's business office throughout the Term hereof and thereafter. Such inspection or audit shall not reasonably interfere with Concessionaire's business activities. If audit shows a discrepancy of more than 3% in Gross Revenues, then the cost of such audit shall be paid by Concessionaire; otherwise, the County shall bear such expense.

B. Monthly Report. Concessionaire shall report to the County aggregate Gross Revenues for each month it provides Services hereunder within fifteen (15) business days of the end of each month during the Term of this Agreement.

C. Annual Audit. Concessionaire agrees to submit to the County within sixty (60) days following the end of each contract year hereof an annual audit, in accordance with generally accepted accounting standards, of Concessionaire's business operation at the Facility for the year, signed by the Concessionaire and a certified public accountant.

D. Book Of Accounts. Concessionaire, in the conduct of its responsibilities to Owner, shall maintain adequate and separate books and records of income for the Parking Lot. Concessionaire shall maintain such books and records at Concessionaire's address stated in Section XIV or such other place designated in writing by the Concessionaire. Concessionaire shall maintain such control over accounting and financial transactions as is reasonably required to protect Owner from error or fraudulent activity on the part of the Concessionaire's officers or employees.

E. **Account Principles And Payments.** Concessionaire shall adopt accounting principles system as directed by the El Paso County Auditor and shall follow the directions of the Auditor regarding the manner in which Parking Lot payments shall be deposited with the Owner.

F. **Owner's Right to Audit.** Owner reserves the right for Owners employees, or others appointed by Owner, to conduct examinations and make abstracts from or copies of the books and records maintained for Owner by Concessionaire during Concessionaire's normal business hours, without prior written notice to Concessionaire. Owner also reserves the right to perform any and all additional audit and operations test relating to Concessionaire's activities concerning the Parking Lot either at the Parking Lot or at the office of the Concessionaire, provided such audit test are related to those activities performed by Concessionaire at the Parking Lot.

Should Owner's employees or appointees discover defects in internal bookkeeping control or errors in record keeping, Concessionaire shall correct such discrepancies within a reasonable amount of time. Concessionaire shall inform Owner in writing of the action taken to correct such defects or errors.

Any and all such audits conducted by Owner's employees or appointees will be at the sole expense of the Owner.

G. **Final Accounting.** Upon termination of this Agreement for any reason, Concessionaire shall deliver to Owner the following documentation with respect to the Parking Lot within thirty (30) days:

1. A final accounting, reflecting the balance of revenue in the Parking Lot as of the date of termination or withdrawal.
2. Any balance of monies owed to Owner by Concessionaire with respect to the Parking Lot.
3. All receipts, records or other documents, which pertain to the Parking Lot.

VI. DUTIES OF CONCESSIONAIRE AND OPERATION OF PARKING LOT. Concessionaire hereby agrees that throughout the Term of this Agreement it will, at its expense:

- A. Provide management services and personnel necessary to efficiently operate the Overland Street Parking Lot.
- B. Invoice, collect and report parking fees as further described in sections 4 and 5.
- C. Enforce County parking policies and procedures.
- D. Provide regular cleaning, maintenance, painting, and repair of the parking lot and all of its equipment or fixtures; all direct and associated expenses are considered operating expenses. Maintain and repair, as necessary, all surfaces to include line painting and space numbering.
- E. Maintain and repair, as necessary, all security lighting in the Parking Lot.
- F. Provide first response to any problems that occur with the parking lot, equipment, or fixtures.
- G. Assure safe surface conditions of the parking lot, driveways, and surrounding sidewalk in inclement weather including the sweeping of water accumulation and using de-icing chemicals when necessary.
- H. Assure that walkways, entrances, and exits are free of trash, debris, and obstructions whenever the Facility is open for business.
- I. Clean accumulated vehicle stains and deposits, including oil, gasoline, antifreeze, tar, and various common vehicle fluids from the surface parking lot at least four times per year.
- J. Use environmentally safe cleaners, methods, and procedures in cleaning the surface parking lot and follow all local, state, and environmental laws as well as policies established by the County of El Paso, as further described in section 6.5.
- K. Ensure that the parking lot meets all federal, state, and local laws, rules, ordinances, and regulations, including the Americans with Disabilities Act and Texas Accessibility Standards.
- L. Abide by County Environmental Protection Policies as provided in Attachment A, attached hereto and included herein as though fully set forth.
 - 1. "Blower" type equipment is not an acceptable method of cleaning the lot.
 - 2. All dirt and debris must be collected through sweeping or mechanized enclosed collection and disposed of properly in accordance with local, state, and federal laws, as well as El Paso County Facilities Management Environmental Policies.
 - 3. If a pressure washer is used, the parking lot must be cleaned of dirt, debris, and hazardous/toxic vehicle waste deposits prior to beginning pressure washing. Concessionaire must take precautions to prevent water, chemicals, and waste from pressure washing from being introduced in to stormwater drains, landscaping, foliage, etc.

VII. PARKING RATES, PERMITS, AND POLICIES.

A. The County of El Paso reserves the right to set parking rates, designate reserved parking areas, assign parking spaces, and establish policies. Concessionaire shall submit its recommendation for parking rates, however, all parking rate changes, increase and decreases, must be approved by El Paso County Commissioners Court prior to executing the rate change.

B. The Concessionaire shall designate twenty-five (25) spaces and clearly mark the spaces as reserved for County Authorized Vehicles. I

C. Concessionaire shall provide twenty-five (25) permits to the County on an annual basis. However, any County-marked vehicle may park in spaces designated for the County, regardless of whether they have a permit displayed or not.

D. The Concessionaire may not ticket, fine, or otherwise find a County-marked vehicle in violation if it is parked in one of the 25 designated County reserved spaces, regardless of whether the company's parking permit is displayed. This provision applies to the COUNTY of El Paso vehicles only. All other vehicles, including City, State, Federal and various law enforcement agencies, must follow the Concessionaire's standard parking policies and rates.

E. The County may, at the discretion of the Facilities Management Department, allow marked contractor vehicles to park in the County reserved area on a temporary basis for a limited amount of time. The County shall provide the authorized contractor with a parking permit temporarily, and will require the Concessionaire to display an authorization issued by the Facilities Management Department on their dashboard with a clearly defined expiration date and County Seal watermark.

F. The Concessionaire agrees not to engage in competitive practices at other parking lots, facilities, or operations within a five block radius. This applies to parking business(es) currently owned and/or operated by the Concessionaire, and any future parking business(es) owned and/or operated by the Concessionaire anytime during the term of this agreement.

VIII. OUTSTANDING CONTRACTS

At no time during the term or upon termination of this Agreement, shall the Owner bear any responsibility for any outstanding contract or other un-liquidated obligations entered into or incurred by the Concessionaire pursuant to the terms of this agreement in connection with the management, operation, and maintenance of said Parking Lot.

IX. RENT, DEBT SERVICE, TAXES

Owner shall pay any rent, property taxes, property assessments, and debt service relating to the Parking Lot, excepting taxes relating to employees, income and property of Concessionaire that may be or become due on operation of said Parking Lot. Concessionaire shall be without obligation as to any such rent, property assessments and debt service of Owner.

X. INDEPENDENT CONTRACTOR

It is understood and agreed that in undertaking the performance of this Agreement, Concessionaire is and shall at all times be acting solely as an independent contractor and not the employee, agent or

representative of the Owner. Concessionaire shall not be requested to provide any service other than those relating to the parking and storage of vehicles.

XI. EQUIPMENT

All equipment and fixtures owned by the County shall remain the property of the County. Concessionaire shall obtain written consent from the County prior to the installation of any equipment or fixtures, including trade fixtures. Should Concessionaire, during the term of this Agreement, install any trade fixture on the Parking Lot for use in the management or operation of the Parking Lot, Concessionaire shall have the right on termination of this Agreement to remove any and all such trade fixtures, reasonably repairing any damage to the Parking Lot caused thereby, as well as, any and all other personal property and equipment which is the property of the Concessionaire.

XII. INSURANCE

The Concessionaire will, in its agreement with the County, be required to defend, pay on behalf of, indemnify, and hold harmless the County of El Paso, Texas, its elected and appointed officials, employees, volunteers, and others working on behalf of the County. The Concessionaire will also be required to obtain and maintain in continuous effect during the term of its Agreement with the County, and while any of its obligations under said Agreement remain unsatisfied, the insurance coverage set forth below, and name the County as an additional insured, with amounts, coverages, limits, exclusions, and endorsements therein provided.

- a) Commercial General Liability – Operator shall procure and maintain during the life of this Agreement, Commercial Liability coverage with a combined single limit of \$1,000,000.00 per claim; \$2,000,000 aggregate. The policy shall be endorsed to provide an Aggregate Per Location Endorsement. Any fellow employee exclusion shall be deleted as it applies to supervisory and managerial personnel.
- b) Workers Compensation – Statutory limits as per Texas law and Employer's liability limits of \$1,000,000.00/\$1,000,000/\$1,000,000.
- c) Umbrella Excess Liability. \$5,000,000 over primary limits.
- d) Crime Policy – Operator shall procure and maintain during the life of this Agreement, Crime policy insurance to include Employee Dishonesty in the amount of ten thousand dollars (\$10,000.00) per occurrence.
- e) Cancellation or Material Change Notice: The insurance policies providing the coverages specified in a. through c. above shall include Owner's Cancellation Notice Endorsement.

XIII. INDEMNIFICATION OF OWNER

Concessionaire agrees to indemnify and save Owner harmless against any expense, liability, damages, cost and/or attorney's fees to which the Owner may become subject by reason of any negligent act or willful misconduct of Concessionaire, its officers, agents, and employees, or any of them connected with or in any way pertaining to Concessionaire's operations in, on, or about said Parking Lot. In the event any

claim or suit is brought against the Owner based upon any such negligent act or willful misconduct of Concessionaire as aforesaid, Concessionaire agrees to promptly satisfy and discharge any judgment which may be rendered against Owner as a result thereof and reimburse Owner for its cost and expenses including attorneys fees.

XIV. NOTICE

All notices required or permitted to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, United States Mail:

To Owner at: County of El Paso ,Attn: Facility Manager,500 E. San Antonio, Suite M1,El Paso, Texas 79901

To Concessionaire at: Diversified Parking, Inc.; Attn: Dave Pople, Vice President, 300 E. Main, Ste 1208, El Paso, Texas 79901

Or to such other place or places as may be designated in writing by Owner to Concessionaire or Concessionaire to Owner. Receipt of any notice required hereunder by any party shall be deemed to have occurred five (5) days after deposit in the United States Mail.

XV. AGREEMENT MADE IN WRITING

This Agreement contains all of the agreements and conditions made between the parties hereto, and may not be modified orally or in any manner other than by agreement in writing, signed by the parties hereto or their respective successors in interest.

XVI. ASSIGNMENT, TRANSFER AND LENDING

Concessionaire shall not sell, assign nor transfer this Agreement or any interest herein without the prior written consent of Owner. Concessionaire shall not assign any privilege granted herein without the prior written consent of the Owner.

XVII. SUCCESSOR AND ASSIGNS

This Agreement shall insure to benefit of and be binding upon the respective parties, their successors and assigns, except Concessionaire shall not assign this Agreement without Owner's prior written consent.

XVIII. AGREEMENT MADE IN TEXAS

This Agreement is entered into in El Paso, El Paso County, Texas and the laws of the State of Texas shall govern the validity, performance and enforcement of this Agreement. Venue shall be in El Paso County, Texas.

XIX. INVALIDITY OR ILLEGALITY

If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the parties.

[THE REMAINDER OF THIS PAGE IS BLANK]

Executed at El Paso, Texas the day and year first above written.

ATTEST:

THE COUNTY OF EL PASO


County Clerk

By: 
County Judge Anthony Cobos

Date: 6/28/2010

Diversified Parking Inc.
By: 
Dave Pople, Vice-President

Date: 7/20/10

SIGNOR MUST BE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CORPORATION

PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

Description – RFP # 09-069

RFP for the Operation and Management of the Overland Street Parking Lot.
Vendor must meet or exceed specifications

Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.

Diversified Parking, Inc.
Company

300 E. Main, Ste. 1208
Mailing Address

74-2386887
Federal Tax Identification No.

El Paso, TX 79901
City, State, Zip Code

(pending)
CIQ Confirmation Number

8/5/09
CIQ Sent Date

Dave Pople, Vice President
Representative Name & Title

533-4955/533-4908
Telephone & Fax Number

D Pople
Signature

8/12/09
Date

THIS MUST BE THE FIRST PAGE ON ALL BIDS



COUNTY OF EL PASO
800 E. Overland, Suite 300
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 800 E. Overland, RM 300, El Paso, Texas 79901 before 2:00 p.m., **Wednesday, August 12, 2009** to be opened at the County Purchasing Office the same date for RFP for the Operation and Management of the Overland Street Parking Lot.

**Proposals must be in a sealed envelope and marked:
"Proposals to be opened August 12, 2009
RFP for the Operation and Management of the Overland Street Parking Lot.
RFP Number 09-069"**

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before **Tuesday, August 4, 2009, at 12:00 p.m.** Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

PITI VASQUEZ
County Purchasing Agent

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Diversified Parking, Inc.
Business Name

Dave Peple
Name of Authorized Representative

8/12/09
Date

[Signature]
Signature of Authorized Representative



Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

Yes

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

Major medical, dental, and life insurance through Aetna (health) and Met Life (dental, life).

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

75% of total # of employees (100% of full-time employees)

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Diversified Parking, Inc.
Business Name

8/12/09
Date

Dave Pople
Name of Authorized Representative

[Signature]
Signature of Authorized Representative

* This page must be included in all responses.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

RFP # 09-069

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Diversified Parking, Inc.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

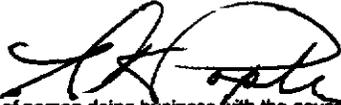
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.


Signature of person doing business with the governmental entity

8/5/09
Date
Adopted 06/29/2007

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0403
CONNECTION TEL 5462012
SUBADDRESS
CONNECTION ID
ST. TIME 08/05 16:07
USAGE T 00'23
PGS. SENT 2
RESULT OK



**DIVERSIFIED
PARKING**

**300 EAST MAIN
SUITE 1208
EL PASO, TX 79901**

**(915) 533-4955
FAX (915) 533-4908**

EMAIL: dpi@bestcompanies.com

DELIVER TO: *County Clerks (Attn: Joann)*

DATE: *8/5/09* FAX # *546-2012*

TOTAL NUMBER OF PAGES (INCLUDING THIS HEADER): *2*

FROM: *DAVE POPE*

EMAIL ADDRESS:

SUBJECT: *CIQ : RFP # 09-069*

COMMENTS:

Per your instructions...

*You will fax me a CIQ
document number #, right?*

COVENANT NOT TO COMPETE

COVENANT NOT TO COMPETE

Diversified Parking appears to only operate one parking lot within a five block radius of 801 E. Overland. It is located on the south side of the Municipal Building at 216 S. Ochoa. As do most parking operators, Diversified has always operated parking facilities that may compete for customers. However, we have always exercised high ethical standards and integrity in implementing an unbiased marketing program for each lot. Though DPI does influence the parking rates at the 216 S. Ochoa location, our management fee is a flat fee not tied to revenues in any way. As we always have in such situations, DPI will simply provide customers with the details about any lot and allow them to make the decision that best suits their circumstance. DPI will not market or contact customers at 801 E Overland directly to park at any other location.

BID/PROPOSAL FORM TAB #2A

PROPOSED RATE PLAN

1. Proposed Parking Rate Plan:

\$ 2.00 /Hour
\$ 4.00 /Day
\$ 60.00 /Month

2. Annual Increase (Optional)

\$ _____ /Year
% /Year

} see attached Revenue Projections

3. If the Vendor owns or operates a parking facility or parking lot within a five block radius, the Vendor **MUST** submit a detailed Covenant Not To Compete Agreement (CNC), or equivalent legally binding contract in this section. The CNC, or equivalent legally binding contract **MUST** be specific to the Overland Street Parking Lot and all property owned or operated by the Vendor within a five-block radius in which the Vendor has the authority to determine the fee for parking and from which it derives a fee based on a percentage of revenues during the term of this Agreement and all future extensions.

4. Please attach in this section under Tab 2A:

- a. Explanation of proposed Rate Plan. (*see above*)
- b. Explanation of proposed annual increase (optional). (*see above*)
- c. Provide copy of Vendor's Monthly Parker Agreement. (*attached*)
- d. Operating plan or methodology that will be used to collect hourly, daily, or monthly parking revenues.
- e. Description of collection and bookkeeping practices and policies.
- f. Description of methods, policies, and/or procedures that will be taken to assure monies are paid and collected at the self-pay station.
- g. Description of action(s) that will be taken to prevent and/or deal with illegal parking.

refer to attached Parking Fee Collection Methodology

PROPOSED RATE PLAN

PROPOSED RATE PLAN

Diversified Parking will initially recommend that parking rates be established that correspond to what the market rate is in that area (refer to attached Rate Plan). In addition to the present "all-day" rate, Diversified would add a reduced "hourly" rate to better-suit the many short-term transient parkers that use this lot. Naturally, this rate structure would be constantly analyzed to determine the optimal rate structure to maximize net revenues.

PARKING FEE COLLECTION METHODOLOGY

Diversified Parking does not initially intend to staff this parking lot, but will instead use an "honor box" self-pay station to collect parking fees from transient (daily/hourly) customers. Throughout the day, DP attendants will regularly monitor the parking lot to verify that all such transient customers submit the appropriate fee in the numbered slots corresponding to spaces parked in. Based on the circumstance, DP attendants will use various forms of enforcement (notices, citations, barreling, towing) to prevent illegal parking and ensure that customers pay. For example, if a customer refuses to pay, a "barrel" will be chained to the vehicle that prevents the customers from departing. The barrel will not be removed until payment is received. At the end of each day, DPI management will remove all collected monies from the pay station and drop in a secure safe at DPI's main office. Monthly (or contract) customers will be billed each month and provided with a paper hang tag for that month. These monthly payments will be accepted via mail or in person at DPI's main office. Each day, two administrative employees count collections and prepare deposit slips which are sealed with money in numbered bank bag. Both daily and monthly fees will be recorded and deposited on a daily basis. Deposit slips returned from bank are used to post payments to accounting software. All deposits are then verified by manager at end of month and cash reconciliations are performed.

BID/PROPOSAL FORM TAB #2B

PROPOSED REVENUE PLAN

All concession fees (revenue) shall be paid monthly, without demand, to the El Paso County Auditor and is due on the 15th of each month for the previous. Vendors may, but are not required to, submit a Revenue Plan for each option.

Option 1

The Vendor shall pay the County a minimum of \$ 8,000.⁰⁰ OR 20 % of Gross Revenue, whichever is greater.

Option 2

The Vendor shall pay a FIXED commission of _____ % of Gross Revenue to the County of El Paso.

Option 3

The Vendor shall receive a fixed management fee of \$ _____ and all Gross Revenue above and beyond the fixed management fee shall be paid to the County.

Option 4

The Proposer shall receive a minimum management fee of \$ 2,000.⁰⁰, plus 20 % of gross revenue over \$ 10,000/mo.

Please attach the following Projected Revenues and Expenses worksheet in this section.



Application For Contract Parking

300 East Main, Suite 1208, El Paso, Texas 79901 (915)533-4955 Fax (915)533-4908

Date _____ Effective Date _____
 Last Name _____ First _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Business Phone _____
 Employer _____
 SSN _____ DL# / ST / Exp _____
 Responsible Party _____
 Billing Address (if different from above) _____
 Vehicle Make _____ Model/Year _____
 Plate 1 _____ Plate 2 _____

CONTRACT PARKING AGREEMENT - PLEASE READ CAREFULLY BEFORE SIGNING. In consideration of the low rates charged for parking, operator will not be responsible for loss by fire, misdelivery, theft, collision or damage to vehicle, except such loss occasioned by negligence of operator, and then only up to a maximum of \$100.00. Proportionately greater rates must be paid in advance if customer sets larger limits of liability. Articles left in car at owner's risk.

NOTICE OF CANCELLATION: It is customer's responsibility to notify operator in advance of cancellation of parking contract. If notice of cancellation is received before the 15th of the month, two weeks credit for the last 15 days of the month may be given. If notice of cancellation is received after the 15th of the month no credit can be issued. Requests for credit prior to the date of your cancellation will not be honored. The balance due must be received before the final day of parking in the facility.

Accounts past 30 days will be sent to the El Paso Credit Bureau for collection.

NOTICE - PLEASE READ BEFORE SIGNING

1. Refundable deposit for tag/card is required.
2. Payment is due in advance.
3. Rates are subject to change without notice.
4. Contract parking allows in/out privileges any time during posted hours.
5. Contract parking is on a month-to-month basis.
6. No allowance is made in billing for time not used.

Customer Signature _____ Date _____



New Contract Facility _____
 Last Month's Payment _____ or Bank Draft _____
 1st Month (Prorate) _____ Card/Tag # _____ Space/Cont/Decal # _____
 Card/Tag Deposit _____
 Total Amount Due _____ Customer # _____ Monthly Rate _____
 Check # _____ Cash _____

Cancellation Partial Month Credit? YES \$ _____ NO _____ Returned Card/Tag? YES NO
 Reason for Cancellation _____
 Card Deposit Refunded? YES \$ _____ NO _____ Last Month's Refund? YES \$ _____ NO _____

Broken Card/Tag Returned old Card/Tag? YES NO Tag # OLD NEW
 Lost Card/Tag Card Deposit? YES \$ _____ NO Tag # OLD NEW
 Change, Other Type of Change _____ Explanation _____

DPI Authorized Signature _____

Generic Description:

New Customers:

- Enter Customer Current Inv w/prorate/deposit
- Enter Item # Add to Rec Batch
- EFT Setup By: _____

Cancellation:

- Balance _____
 - Cancel Recur Inv
 - Cancel Item # _____
 - Cancel Bank Draft
 - If 0 bal Canc ** on cust name, Stop
 - Make Adj if bal _____
 - Ending bal after adj _____
 - If bal canc * on cust name
- By: _____

Revised Sept 2002

THANK YOU FOR CHOOSING DIVERSIFIED PARKING, INC.

Projected Revenues and Expenses

Please provide projected revenues and expenses for five years. NOTE: Projections of more than 3% in consecutive years MUST be substantiated on a separate sheet following this worksheet. (see attachment)

Proposed Budget	Year 1	Year 2	Year 3
Income			
Transient Parking	115,000	120,000	127,500
Contract (Monthly) Parking	35,000	40,000	42,500
Other			
Total Net Revenue	150,000	160,000	170,000
Payroll Expenses			
Payroll	5,000	5,250	5,500
Payroll Taxes			
Health Insurance			
Retirement Plan			
Vacation			
Uniforms			
	} (included)		
Insurance Requirements			
Commercial General Liability	950	1,000	1,100
Workers Comp Insurance (incl.)			
Crime Policy			
Maintenance, Repair, & Cleaning			
Equipment			
Maintenance & Cleaning Supplies			
Mechanized Sweeping	900	950	1,000
Signs & Graphics			
Office & misc.			
Office Supplies	500	550	600
Telephone			
Professional Services			
Marketing Materials			
Other:			
Commission To County	120,000	128,000	136,000
Total Operating Expenses	127,350	135,750	144,200
Net Profit / (Loss)	22,650	24,250	25,800

Overland Street Parking Lot Revenue History

REVENUE PROJECTIONS

REVENUE PROJECTIONS

Diversified Parking projects the preceding revenue increases on the following premises. First, DPI is confident that our marketing, income collection methods, and ethical standards are vastly superior. Additionally, a new Federal Courthouse, being constructed less than a block away, is scheduled to open early in 2010. As is standard for new federal buildings, it will not have any transient parking available. Hence, not only does this increase the monthly parking demand in the area, but we believe it will dramatically increase the transient parking demand in an area that doesn't have many parking alternatives. Hence, we are confident this Overland Street parking lot is well-positioned to reap the benefits of this enhanced demand.

PROPOSED OPERATING PLAN

STAFFING PLAN & DUTIES

Diversified Parking's initial plan is to not staff this parking lot with a full-time attendant, but rather to use an "honor box" self-pay station to collect parking fees from transient (daily/hourly) customers. However, throughout the course of our operation, DPI will continually analyze the parking demand of the lot to determine if staffing the lot would enhance net revenues. Parking attendants will be dispatched regularly throughout the day to monitor the parking lot. This monitoring will include various enforcement procedures designed to ensure that all transient customers submit the appropriate fee, as well as cleaning responsibilities to keep the lot safe and clean.

FINANCIAL ACCOUNTING METHODOLOGY

The financial accounting practices and methodology for Diversified Parking, Inc. include adherence to the rules and regulations outlined by Generally Accepted Accounting Principles (GAAP). More detail about such methodology can be found in Sec. 2A (*Parking Fee Collection Methodology*).

MAINTENANCE PROGRAM

Diversified Parking will maintain an ongoing schedule for the cleaning and maintenance of the facility. In the interest of good customer service, it is essential that the lot be neat, clean, and well-maintained. In addition to using brooms and handpicking large debris, attendants will use oil absorbent materials to soak up excessive oil deposited by customer vehicles. In the event additional cleaning is required to maintain the safety and cleanliness of the lot, DPI will contract a professional cleaning contractor (Sweep It Clean, Inc.) to power sweep the lot as needed. Similarly, a power-washing contractor (Sweep It Clean, Inc.) may be used to address excessive, unsafe oil accumulation in certain spaces. However, the poor condition of the asphalt will prevent aggressive action against any oil spots. Please refer to the schedule below:

- A. Power sweeping as needed
- B. Quarterly oil spot treatment
- C. Daily removal of trash and debris
- D. Re-striping/re-numbering as needed

BID/PROPOSAL FORM TAB #3

LEGAL IDENTIFICATION & QUALIFICATIONS

Instructions: Answer all questions below as they pertain solely to the Vendor's legal business name in which the Vendor will enter into an Agreement with the County as submitted in this Bid/RFP. If a Vendor owns more than one business, or has multiple "dba" fictitious names, they must exclude all information, regardless of positive or negative impact, pertaining to those other business(es).

3.01 Legal Name of Business *Diversified Parking, Inc.*

3.02 Legal Description of Business Individual LLC LLP Corporation
 Incorporated Other

3.03 Address *300 E. Main, Ste. 1208*

3.04 City/County *EL PASO*

3.05 State *TEXAS*

3.06 Owner, President, Partners *Best Diversified, Laura Peple, Gordon Foster*

3.07 Number of Years in Business *24*

3.08 Accreditations, Certifications, etc. *N/A*

3.09 Have you ever defaulted on a contract, or had a contract cancelled early? *No*

3.10 If yes, please explain *N/A*

BID/PROPOSAL FORM TAB #4

STATEMENT OF VENDOR'S FINANCIAL CONDITION

Instructions: Answer all questions below as they pertain solely to the Proposer's legal business name in which the Proposer will enter into an Agreement with the County as submitted in this RFP. If Proposer owns more than one business, or has multiple "dba" fictitious names, they must exclude all information, regardless of positive or negative impact, pertaining to those other business(es).

- 4.01 Is your business audited independently or internally? *Internally*
- 4.02 If audited independently, please provide the name of the firm, contact name, address and phone number. *N/A*
- 4.03 If audited internally, what is the name of your internal auditor, phone number, and his/her credentials: *Carol Talamantes, CPA (533-4901)*
- 4.04 Do you have any specialized business certifications or accreditations such as SOX? If so, please the state certification and/or association and indicate the length of time of your participation: *No*
- 4.05 What standard Guidelines of Financial Reporting does your Company use? For example, the County follows GAAP (Generally Accepted Accounting Principals). *GAAP*
- 4.06 Specify the Reporting Procedures that Proposer will use to report revenue to the County; specifically, whether revenue will be reported when received or when billed. *Accrual Method*
- 4.07 Has a judgment ever been awarded against you, or your company, for default, non-compliance, non-performance, or non payment of a contract? If yes, please explain: *No*
- 4.08 Provide copies of financial documents:
- 4.09 2007 and 2008 independently audited financial statements prepared by an independent Certified Public Accountant; OR
- 4.10 2007 and 2008 Income Tax Return, including Income Statements and Balance Sheets in the name of the Business; OR
- 4.11 2007 and 2008 Income Tax Return, including Income Statements and Balance Sheets in the name of the Owner if filing as an individual or LLC

BID/PROPOSAL FORM TAB #5

REFERENCES

5.01	Name of Company	<i>El Paso Electric Co.</i>
5.02	Representative	<i>Steve Checchia</i>
5.03	Address	<i>100 N. Stanton, El Paso 79901</i>
5.04	Phone #	<i>543-4339</i>
5.05	Name of Company	<i>Las Palmas Medical Ctr.</i>
5.06	Representative	<i>Don Karl</i>
5.07	Address	<i>1801 N. Oregon, El Paso 79902</i>
5.08	Phone #	<i>521-1776</i>
5.09	Name of Company	<i>Border Plex</i>
5.10	Representative	<i>Jamie Gallagher</i>
5.11	Address	<i>221 N. Kansas #2010, El Paso 79901</i>
5.12	Phone #	<i>533-8807</i>
5.13	Name of Company	<i>Bank of the West</i>
5.14	Representative	<i>Mike Gore</i>
5.15	Address	<i>500 N. Mesa, El Paso 79901</i>
5.16	Phone #	<i>747-1030</i>
5.17	Name of Company	<i>El Diario</i>
5.18	Representative	<i>Adrian Rodriguez</i>
5.19	Address	<i>1801 Texas, El Paso 79901</i>
5.20	Phone #	<i>832-1600</i>

REFERENCES

The following clients will attest to the value of our service and experience.

Steve Checchia, Facility Manager
EL PASO ELECTRIC COMPANY
100 N. Stanton
El Paso, TX 79901

(915) 543-4339

Don Karl, Chief Operating Officer
LAS PALMAS MEDICAL CENTER
1801 North Oregon
El Paso, TX 79902

(915) 521-1776

Mike Gore, Vice President
BANK OF THE WEST
500 North Mesa
El Paso, TX 79901

(915) 747-1030

Jamie Gallagher
BORDERPLEX
221 N. Kansas, Ste. 2010
El Paso, TX 79901

(915) 533-8807

Adrian Rodriguez
EL DIARIO
1801 Texas
El Paso, TX 79901

(915) 838-1600

BID/PROPOSAL FORM TAB #6

SUB-CONTRACTORS

Vendor must declare their intention to use a sub-contractor to perform any one or multiple parts of this Bid/RFP, and identify all sub-contractors in relation to the work they will perform as part of this bid. Sub-contractors must meet all of the specifications, requirements, and qualifications of this bid. The Vendor shall guarantee all work performed by its sub-contractors. The Vendor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Vendor first receives approval from the County of El Paso. Sub-contracting will not be permitted after the bid opening if the Vendor does not declare their intent to use a sub-contractor in this bid.

6.01	Sub-Contractor Business Name	<i>Sweep It Clean, Inc.</i>
6.02	Representative	<i>Sandi Sanchez</i>
6.03	Address	<i>300 E. Main</i>
6.04	Phone #	<i>533-4955</i>
6.05	Sub-Contract Work To Be Performed	<i>Lot cleaning (power sweeping/ pressure washing)</i>
6.06	Sub-Contractor Business Name	
6.07	Representative	
6.08	Address	
6.09	Phone #	
6.10	Sub-Contract Work To Be Performed	
6.11	Sub-Contractor Business Name	
6.12	Representative	
6.13	Address	
6.14	Phone #	
6.15	Sub-Contract Work To Be Performed	
6.16	Sub-Contractor Business Name	
6.17	Representative	
6.18	Address	
6.19	Phone #	
6.20	Sub-Contract Work To Be Performed	

50298
Office AU *
11-24
1210(8)
CASHIER'S CHECK
5029802056
August 12, 2009
Security Features Included. Details on Back.

PAY TO THE ORDER OF ***COUNTY OF EL PASO***
REF:RFP#09-069 Bid
Six thousand dollars and no cents

\$6,000.00

WELLS FARGO BANK, N.A.
EL PASO BUSINESS BANKING
221 NORTH KANSAS STREET
EL PASO, TX 79901
FOR INQUIRIES CALL (480) 394-3122

VOID OVER US \$5,000.00
AUTHORIZED SIGNATURE

⑆ 50 2980 2056 ⑆ ⑆ 1 2 000 248 ⑆ 486 ⑆ 50776 2 ⑆

INSURANCE AND RISK MANAGEMENT

Diversified Parking will obtain appropriate insurance coverage through its blanket policies.

Diversified uses a Personnel and Risk Management Expert each year to identify and reduce possible risks in the work force. A great deal of focus goes into hiring practices, including background checks, driving record checks and drug testing.

Another area of responsibility for our risk manager is safety. This includes analysis of parking garages for potentially hazardous conditions, structural deficiencies, areas that may lend themselves to criminal activities, etc.

Our goal is to make your parking facility a safe place for your customers and employees.

On an annual basis we review our policies and carriers to insure that we are getting the best possible premium rates. Diversified uses the insurance services of only those carriers who have high ratings in Best's Insurance Rating Guide.

If warranted, Diversified will purchase the insurance coverages listed below and name the County as an additional insured. We will provide you with a certificate of insurance for each type of coverage we obtain.

Diversified's insurance program includes the following coverage:

Garage Liability - protects against damage and injuries to third parties or their property resulting from Diversified's and named additional insurer's negligent or alleged negligent operation of the facility.

Limits: \$1,000,000 per claim; \$2,000,000 aggregate

Workers' Compensation - provides a schedule of benefits to Diversified's employees, without regard to liability, as required by the State of Texas in case of an injury, disability or death as a result of occupational hazards. Benefits are pre-determined by each State in accordance with its laws.

Employers liability limits: \$1,000,000/\$1,000,000/\$1,000,000

Umbrella Excess Liability - provides additional liability limits above that provided by the primary limits.

Limits: \$5,000,000 over primary limits.

Client#: 67733

DIVEPARK

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2009

PRODUCER
HUB SW El Paso CL
6060 Surety Drive, Suite 200
El Paso, TX 79905
915 771-8787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Diversified Parking Inc.; Branca I, Inc
Branca LP Ltd Part; c/o Best Companies
300 East Main, Suite 1208
El Paso, TX 79901

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: Union Insurance Company
INSURER B: CNA Insurance CompanyB
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR #BSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CNA431113510	06/30/09	06/30/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CNA431113510	06/30/09	06/30/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Hired/Non-Owned	CNA431113510	06/30/09	06/30/10	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>	CUA431113610	06/30/09	06/30/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
B	OTHER	287324373	01/01/2009	01/01/2010	Employee Theft-\$500,000 \$100,000 \$10,000
			Forgery Money &	Alteration Securities	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Garage Liability Information **

Each Accident Auto Only: 1,000,000/1,000,000

County of El Paso Texas is shown as the certificate holder

CERTIFICATE HOLDER

County of El Paso Texas, Saul
Nanez, Facilities Manager
500 E. San Antonio, St. M1
El Paso, TX 79901

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert L. Mackintosh

COMPANY HISTORY

Diversified Parking Inc., was formed in October, 1985 after having studied the El Paso parking market for approximately two years and attending national meetings of one of the two largest trade associations in the parking industry, the National Parking Association. Although the El Paso market had been dominated by the largest parking company in the United States and was also served by a semi-national company, it was believed that strong, educated local management, which endeavored to enhance its experience by meticulously studying the local market and utilizing the analytical abilities of modern software and computer systems, could successfully compete.

Dave Pople is Vice President in charge of operations. Dave has an extensive background in facilities management. Dave did his undergraduate work at UCLA and earned a Bachelor of Science in Electrical Engineering and a Master of Business Administration degree from the University of Texas - El Paso.

With a staff of approximately 50 employees within central El Paso, Diversified Parking, Inc. has probably the largest staff in El Paso. Important elements of the staff include Norma Roa, the Administrative Manager. Norma provides strong analytical and auditing skills, as well as supervisory experience. Rick Hernandez, Assistant Operations Manager, joined Diversified in 1992 and has been in the parking business for over fifteen years. His area of expertise is in automated parking equipment, specifically gates, ticket spitters, and fee computers. Rick is also quickly becoming an expert in the operation of communication systems, comprised of software applications that control and monitor all devices.

Many of the personnel who work for Dave and Rick have ten to seventeen years of experience in parking. We use the services of our controller, who is a Certified Public Accountant, to supervise audits of all the reports submitted by the supervisors. She also performs weekly and monthly physical audits to assure the highest levels of revenue control.

Presently, Diversified manages, leases or owns almost 4,000 parking spaces which consists of seven parking garages and fourteen parking lots located in the central business district and the UTEP/Medical Center area. Our list of clients include Las Palmas Medical Center, Del Sol Medical Center, El Paso Electric Company, Borderplex, Union Pacific, El Paso Energy and Bank of the West. Diversified has also supervised the construction management of new parking lot developments, as well as the repair and maintenance of existing parking lots.

Diversified Parking, Inc. is proud to be the only locally-owned parking management company in the city of El Paso. This guarantees you that all local management will be at your service at all times.

ORGANIZATIONAL STRUCTURE

Diversified Parking was Incorporated in 1985. The officers of the corporation are as follows:

PRESIDENT Laura A. Pople
300 East Main, Suite 1208
El Paso, TX 79901
(915) 533-4955

VICE PRESIDENT David K. Pople
300 East Main, Suite 1208
El Paso, TX 79901
(915) 533-4955

SECRETARY Carol Talamantes
300 East Main, Suite 1208
El Paso, TX 79901
(915) 533-4955

TREASURER Laura A. Pople
300 East Main, Suite 1208
El Paso, TX 79901
(915) 533-4955

DIRECTOR Gordon W. Foster
300 East Main, Suite 1208
El Paso, TX 79901
(915) 533-4955

The President, Vice President or Director have the legal authority to enter into a binding contract with the County of El Paso, Texas.

MANAGED FACILITIES

GARAGES - SELF PARK & VALET

122 North Kansas
KANSAS PARKING FACILITY
600 Parking Spaces

401 East Main
MOTOR BANK
140 Parking Spaces

1700 North Oregon
OREGON MEDICAL BLDG.
496 Parking Spaces

300 East Main
300 EAST MAIN GARAGE
289 Parking Spaces

201 East Main
CHASE PARKING GARAGE
357 Parking Spaces

222 North Kansas
WELLS FARGO PARKING GARAGE
580 Parking Spaces

1801 North Oregon
LAS PALMAS MEDICAL CENTER
75 Parking Spaces

PARKING LOTS

217 South Kansas
FIRST LOT
43 Parking Spaces

400 East Franklin
MILLS 43
51 Parking Spaces

500 North Mesa
BANK OF THE WEST
68 Parking Spaces

1812 North Oregon
WOUND CARE CENTER
75 Parking Spaces

200 West Rim Road
EL PASO PARKING
186 Parking Spaces

600 North Mesa
BANK OF THE WEST
59 Parking Spaces

100 Kansas
K & M LOT
53 Parking Spaces

1500 North Oregon
LAS PALMAS MEDICAL CENTER
91 Parking Spaces

300 North Stanton
JAY LOT
39 Parking Spaces

216 South Ochoa
OCHOA LOT
155 Parking Spaces

420 North Campbell
SOUTHERN PACIFIC
100 Parking Spaces

1701 North Oregon
LAS PALMAS VISITOR LOT
93 Parking Spaces

601 North Stanton
BANK OF THE WEST
33 Parking Spaces

401 North Mesa
CHASE PLAZA LOT
95 Parking Spaces