

PARKING STRATEGIC PARTNERSHIP PROJECT

Allocation of Rights and Responsibilities

General: In exchange for an upfront payment, the Operator shall be given exclusive rights to operate, maintain and upgrade the CSU Parking System for a period of 50 years in accordance with the terms and conditions set forth in the Project Agreement.

- **Customer Service:**
 - The Operator shall be required to meet minimum customer service standards established by the University in the contract (and updated regularly). The Operator's performance levels will be constantly monitored by the University and independent parties to ensure that it is meeting contractually stipulated service levels. In the event that the Operator is not meeting these required thresholds, the University may impose penalties, or in extreme cases, terminate the Agreement.
 - The Operator will manage all customer services aspects including communications, sales, appeals, planning, closures, reservations, event parking, and refunds/exchanges in accordance with the terms and conditions set forth in the Agreement.
 - Operator will likely opt to introduce new systems (as opposed to acquiring CSU programs), however any Operator systems will need to be integrated with CSU systems.
 - CSU will outline customer service expectations in the Request for Proposal and evaluate responses on how Proposers will maintain or exceed those standards.

- **Permit Sales:**
 - The University maintains full regulatory authority over rates and charges, as well as the permit regime, with the Project Agreement setting out rate authorized rate adjustments over the term of the Agreement.
 - Operator will operate the permit program based on the current criteria (permit types, etc.) with the ability to propose, subject to CSU review and approval, new parking permit types (day of the week, times of the day, # of hours per week, etc) or additional permit regimes.
 - In consultation with the University, the Operator will determine the optimal timing and system for selling permits.

- **Parking Inventory:**
 - Operator will be required to manage, operate and maintain the University's entire parking inventory, including the opening and closing of garages.
 - Subject to University approval, the Operator will have the ability to expand the inventory levels based on their interest (risk/reward). Operator will also be required to design, build and finance replacements and upgrades of existing facilities.
 - Should the University decide to reduce the number of available spaces, it will need to compensate the Operator.

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- Additional parking inventory provided by third parties will be operated and maintained by the Operator [exclusivity].
- CSU retains ownership of the entire Parking System (land and facilities) during the term of the Agreement.
- **Operations and Maintenance:**
 - Consortium is responsible for the day-to-day operations of the parking system. This includes light maintenance, janitorial, and staffing (as-needed), and equipment oversight at each location.
 - Consortium is responsible for the long term operations of the parking assets. This includes preventative, corrective and routine maintenance plans, annual projects, technology and equipment upgrades, and capital improvements.
 - CSU will undertake audits of the conditions, standards, and plans for improvements. Failure of Operator to maintain the standards trigger penalty and compensation clauses.
 - CSU controls the standards for capital projects, including the aesthetical, architectural, and construction standards.
- **Enforcement:**
 - Consortium manages enforcement program including citation issuance, vehicle immobilizations, appeals program, and administrative oversight.
 - Appeals program will include representation from students, faculty, and staff.
 - CSU can seek data about citations issued, appeals submitted, appeals approved, and appeals denied to be provided on a quarterly basis.
 - CSU controls citation fees, administrative fees, immobilization fees, amongst others through the established rate regime (to be determined during evaluation)
- **Exemption, Privileges and No-Charge Parking:**
 - Operator will have the ability to charge for parking unless exemptions are identified in the Agreement. Current language outlines campus wide events such as Commencement, Homecoming, Radianca, and Distinguished Alumni Awards.
 - Consortium will have the ability to set the prices for event parking and reservation, given the rates don't exceed the contractually stipulated rate regime. Any proposed variations or adjustment would be subject to University review and approval.
 - CSU can invoke compensation clauses which allow the University to "buy back" spaces as needed in the future.
- **Infrastructure**
 - Operator is required to maintain all infrastructure. This includes the five parking decks, some of which are aging.
 - Operator will be responsible for the demolition of the Central Garage.
 - Infrastructure requirements will be set forth in Project Agreement.

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- **Revenue Risk and Parking Demand**
 - Operator assumes all revenue risk, as well as risk related to parking demand. Industry forecast shows a decline in parking demand over the next 20 – 50 years with the introduction of ride share programs and driverless cars into the market.
 - Operator is required to ensure that CSU parking needs are met as highest priority. Any opportunities for sales to customers outside of the CSU population will be subject to University oversight.
 - Operator manages all parking demand and has flexibility to expand the capacity (if desired) including the number of parcels or converting existing operations into a new model.
 - CSU is required to provide at least 4,000 parking spaces throughout the agreement.
- **Insurance Claims & Responsibilities**
 - Operator shall be required to maintain insurance coverage for potential claims against damages, liabilities, etc. Prescribed coverages are set out in the Project Agreement.
- **Valet Services and Premium Services**
 - Operator shall have the right to offer valet and other premium services in the Parking System. Prices for such ancillary or premium services are not anticipated to be subject to University approval.
- **Security**
 - Operator will be required to provide similar security services to those currently offered by the CSU parking system.
 - Operator will coordinate closely with University and Municipal police to ensure a safe and secure parking environment, in accordance with the security levels set forth in the Project Agreement.