

FIRST AMENDMENT TO THE PARKING MANAGEMENT CONTRACT

THIS FIRST AMENDMENT TO THE PARKING MANAGEMENT CONTRACT, made and entered into on the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **STANDARD PARKING CORPORATION**, a corporation formed under laws of Delaware and authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the City and Standard/Daja DIA Joint Venture (the "Joint Venture") entered into a contract dated April 22, 2008 (CE85002) (the "Agreement"), for parking management services at Denver International Airport ("DIA" or "Airport"); and

WHEREAS, the Joint Venture, with the consent of the City, pursuant to Section 13.03 of the Contract, on August 31, 2012, assigned the Agreement to the Contractor; and

WHEREAS, the parties desire to add additional services and benefits to the Agreement; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

1. The following subparagraph (9.04) is hereby added to Paragraph 9, all currently existing sections of Paragraph 9, while not reproduced below, are incorporated herein by reference, with the following subparagraph (9.04) added as follows:

9.04 Eligible Bus Pass Program

- A. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement ("Eligible Employees"), with bus passes. Bus passes shall be purchase in accordance with an approved transit plan provided by the Regional Transportation District (RTD).
- B. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.
- C. For every month that the Contractor provides bus passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the bus pass cost for each Eligible Employee.
- D. The Contractor agrees to provide the City with the following information:
 1. A copy of the contract relating to the transit plan between the Contractor and RTD;
 2. A monthly report of all Eligible Employees who have and have not accepted the bus pass; and
 3. A detailed invoice with the cost of the transit plan clearly identifiable.

- E. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.
- F. The City agrees to reimburse the cost of the bus passes in accordance with subsection (C) above.
- G. Any Eligible Employee who accepts a Bus Pass under this program will not also receive an employee parking permit in the DIA Employee Parking Lot. The City will provide monthly hang tags to the Contractor to issue to those employees who need to drive to the Airport for occasional use.

- 2. Appendix No. 1 is hereby amended to remove the first paragraph in the existing contract and replace it with the following paragraph:

The Contractor shall be responsible for all phases of Parking Management Services at Denver International Airport as set out herein. The services provided by the Contractor under this Contract include, but are not limited to, collecting all Gross Revenues, revenue reporting, credit card processing services, traffic control in the Parking Facilities, license plate inventory, courtesy emergency vehicle service to parking patrons, and other services as approved by the Contractor and the Manager of Aviation or her authorized representative. The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the Public Parking Facilities as defined herein, except for the equipment and facilities to be provided by the City under the provisions of this Contract.

- 3. All other terms, provisions and conditions of the Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
- 4. This First Amendment to Agreement shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

Contract Control Number: CE85002(1)

Vendor Name: Standard Parking Corporation

By: 

Name: JACK RICCHIUTO
(please print)

Title: EVP
(please print)

DATE OCT 17, 2012

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

