

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **SP PLUS CORPORATION**, a Delaware corporation authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part;

WITNESSETH

WHEREAS, the parties entered into an Agreement dated December 28, 2016 for Parking Management services (the "Services") for airport facilities and a subsequent amendment dated February 12, 2020 (the "Existing Agreement") at DEN; and

WHEREAS, the Mayor declared a state of local disaster emergency on March 12, 2020 pursuant to C.R.S. 24-33.5-701, *et seq.*, brought on by the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020 on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

WHEREAS, the parties desire to amend the Existing Agreement with the addition of additional job duties for the Contractor as well as greater contractual flexibility during the ongoing health crisis which has changed the service needs for DEN; and

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

1. **APPENDIX 1A SCOPE OF WORK EQUIPMENT PROVIDED BY CONTRACTOR** is hereby amended with the deletion and replacement of Subsection C with the following-

“C. The Contractor shall provide all vehicles and transportation equipment necessary to conduct its operations on the Airport. The minimum Contractor-owned transportation equipment necessary to operate the Parking Facilities shall consist of ten (10) vehicles including small or mid-size pickup trucks with jump start units and tire inflators, SUVs with jump start units and tire inflators, four (4) electric carts and vans. The Contractor, as a reimbursable expense pursuant to the MOU dated December 30, 2019, shall also provide three (3) vehicles for Mobile LPI. All Contractor vehicles and transportation equipment shall be new at the commencement of this Contract, shall conform to all applicable rules, regulations, ordinances, and state and federal laws, shall be maintained regularly, shall at all times be in a safe condition, and shall present a good appearance acceptable to the City. The Contractor will ensure that vehicles operated onsite are safe and meet all regulations for normal operation.”

2. **APPENDIX 1A SCOPE OF WORK DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE** is hereby amended with the deletion of the following:

“Failure to replace the company owned pickups, SUVs and vans at 100,000 miles.”

3. **APPENDIX 1A SCOPE OF WORK TICKETS AND ENTRY TERMINALS (ET’s)** is hereby amended with the deletion of the existing section and replacement with the following:

“The Contractor shall be responsible for protecting from theft or misuse all parking tickets collected and shall account for all tickets issued by the ETs or otherwise. The Contractor will be given keys or internal access to the Ticket Issuance Machines (TIMs) and the payment machines at exits for the purposes of replenishing tickets, changing out ribbons and replenishing receipt papers. Collected tickets will be sorted and stored as required. The Contractor will inspect all TIMs externally at least three times daily for signs of tampering or damage, which will be reported and documented in accordance with the Operating Procedures.”

4. The **SCOPE OF WORK EQUIPMENT AND SERVICES PROVIDED BY CITY** section is hereby amended with the deletion of “8. Parking tickets for all TIMs”

5. **SCOPE OF WORK** Section **MONTHLY BILLING Section D** is hereby amended to add the following:

“5. Parking Tickets for all TIMs”

6. **Section 4.01** of the Existing Agreement shall be amended with the addition of the following:

“Exhibits and/or Appendices are subject to change by the City upon notice to the Contractor however any changes to Exhibits and/or Appendices (with the exception of Standard Operating Procedures and any other existing citations in the contract that state that changes may be made at the discretion of the City) shall be mutually negotiated and agreed upon by the parties.”

7. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect as though set out in full herein.

8. This Second Amendatory Agreement shall not be effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: Jaggaer PLANE 202056897-02/PLANE 201952287-02/
Alfresco 201628677-02
Contractor Name: SP Plus Corporation

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Alfresco 201628677-02
Contractor Name:

Jaggaer PLANE 202056897-02/PLANE 201952287-02/
SP Plus Corporation

By:  _____
EED64159438545B...

Name: Jason Finch
(please print)

Title: Senior Vice President - West Airports
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)