

## SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STANDARD PARKING CORPORATION IL**, a Delaware corporation with an office address of 1801 California, Suite 2775, Denver, Colorado 80202 (the “Contractor”) collectively, the “Parties”.

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated October 5, 2012 and amended the Agreement on March 24, 2014 (the “Agreement”), to operate seven (7) Parking Lots, on behalf of the City; and

**WHEREAS**, the Parties wish to amend the Agreement to add additional Parking Lot locations for service, extend the term, and increase the compensation to the Contractor as follows; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled “**DESCRIPTION OF LOTS**” is amended to read as follows:

“2. **DESCRIPTION OF LOTS:**

Acme Parking Lot – 1430 14th Street  
Auraria Parking Lot – 1310 Larimer Street  
Bannock Parking Lot – 1345 N. Bannock Street (Leased by the  
City)  
Firehouse Parking Lot – 1322 Blake Street  
Elati Parking Lot - 1309 North Elati St.  
Elati Parking Lot - 1395 North Elati St.  
Chestnut Parking Lot – 2004 Chestnut Place

The City may remove a location from the Lots above for any reason upon prior written notice and the Contractor and the City shall revisit and revise the Scope of Work.”

2. Article 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“4. **TERM:** This Agreement shall have a term commencing on September 1, 2012 and terminating on August 31, 2017. The City shall have the option,

in its sole discretion, to terminate this Agreement in the several manners set out in Article 19 of this Agreement. It is understood and agreed that any reference to “month,” “calendar month” or “monthly” in this Agreement or any exhibit shall be deemed to mean the term established herein unless the context otherwise requires.”

3. Article 7(c)(1) of the Agreement entitled “Maximum Contract Amount” is amended to read as follows:

“7. **CONTRACTOR FEE(S)**: The Contractor’s fee during the term of this Agreement shall be structured as follows:

c. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED NINETY TWO DOLLARS (\$898,792.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**, as it may be amended. Any services performed beyond those in **Exhibit A**, as it may be amended, are performed at Contractor’s risk and without authorization under the Agreement.”

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**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 \_\_\_\_\_



**Contract Control Number:** PWADM-201206764-02

**Contractor Name:** STANDARD PARKING CORPORATION IL

By: 

Name: Christopher B Conley  
(please print)

Title: Senior Vice President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

