

## **THIRD AMENDMENT TO THE PARKING MANAGEMENT CONTRACT**

**THIS THIRD 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 **SP PLUS CORPORATION (FKA 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;

### **WITNESSETH:**

**WHEREAS**, the City and Standard Parking entered into a contract dated April 22, 2008 (CE85002) (the "Contract"), for parking management services at Denver International Airport ("DEN" or "Airport"); and a First Amendment to the contract dated November 27, 2012; and a Second Amendment to the contract dated September 23, 2014 (the "Existing Contract") in which the Contractor agreed to perform Parking Management duties at Denver International Airport;

**WHEREAS, DEN** is currently working on a Parking and Transportation Master Plan which might mean significant changes to future parking contracts; and

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

1. Section 3 Paragraph 3.02 is hereby amended to remove the paragraph in the existing contract and replace it with the following paragraph:

#### **"3.02 CONTRACT EXTENSION**

The term of this Contract shall be extended until January 31, 2017 under the same terms and conditions provided herein."

2. Section 4 Paragraph 4.06 **MAXIMUM LIABILITY** is hereby amended to remove the paragraph in the existing contract and replace it with the following paragraph:

#### **"4.06 MAXIMUM LIABILITY**

Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Ninety Three Million Four Hundred Thousand Dollars (\$93,400,000) (the "Maximum Contract Liability"). It is agreed and understood that this is a multi-year agreement with only partial funding authorized at the commencement of the term of this contract. The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund."

3. All other terms, provisions and conditions of the Contract are and shall remain valid,


enforceable and in full force and effect as though fully set forth herein.

4. This Third Amendment to the Contract 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]**

Contract Control Number: PLANE-CE85002-03

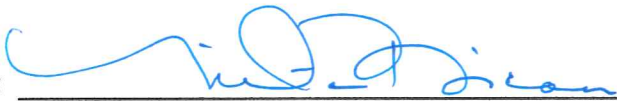
Contractor Name: SP PLUS CORPORATION

By: 

Name: JACK RICCHIUTO  
(please print)

Title: EVP AIRPORTS  
(please print)

ATTEST: [if required]

By: 

Name: Nita Bican  
(please print)

Title: Admin. Assistant  
(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 \_\_\_\_\_

