

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 **SP PLUS CORPORATION**, a corporation formed under laws of Delaware and authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part (the "Agreement");

WITNESSETH:

WHEREAS, the City and SP Plus Corporation entered into a contract with a term starting February 1, 2017 (201628677) (the "Contract"), for parking management services at Denver International Airport ("DEN" or "Airport") in which the Contractor agreed to perform Parking Management duties at Denver International Airport;

WHEREAS, the City enacted a minimum wage ordinance for work performed at Denver International Airport after the enactment of the Contract and desires to add that language to the Agreement; and

WHEREAS, the City also desires to adjust and clarify billing rates, yearly budget language, as well as several other terms in 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. Effective as of July 1, 2019, Section 9 of the Contract is hereby amended with the addition of Paragraph 9.04-

"9.04 PAYMENT OF CITY MINIMUM WAGE:

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that they are aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

2. APPENDIX 1A SCOPE OF WORK is hereby amended with the deletion of the PRICING AND COMPENSATION page replacing it with the following:

“PRICING AND COMPENSATION

PRICING INFORMATION:

PRICING:

Pricing is firm and fixed for the first contract year (February 1, 2017 through and including January 31, 2018).

Effective February 1, 2018, the fees per employee hour paid to Contractor hereunder shall be increased annually for each Contract Year during the term of this Agreement by application of the following formulae, where “Index” shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Aurora-Lakewood, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), based upon calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Aurora-Lakewood Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

Each “Original Fee” is the number stated by the proposer as the hourly fee per classification in their proposal:

Fee per Employee Hour for 02/01/2020 – 01/31/2021 (2020 rate): = 2019 rate x Index for 2019

Index for 2018

Fee per Employee Hour for 02/01/2021 – 01/31/2022 (2021 rate): = 2020 rate x Index for 2020

Index for 2019

Fee per Employee Hour for 02/01/2022 – 01/31/2023 (2022 rate): = 2021 rate x Index for 2021

Index for 2020

In all subsequent contract years, at the request of the contractor, the costs for management fee may be adjusted to reflect an increase or decrease, if any, by application of the following formulae, where “Index” shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Aurora-Lakewood, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), based upon calendar year. If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Aurora-Lakewood Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and

recognized cost-of-living index then issued and available which is published by the United States Government.

Under no circumstances shall the increase in costs rise more than 1.5% per annum with an exception to the 1.5% cap if a greater increase is needed to satisfy the City's minimum wage requirements set forth in Section 9.04 of this Agreement."

3. Effective as of February 1, 2019, APPENDIX 1A SCOPE OF WORK is hereby amended with the addition of the following PRICING information:

Rates Effective February 1, 2019 – June 30, 2019

- Parking Attendant = \$24.88
- Office Staff = \$39.75
- Clerk = \$25.37
- Supervisor = \$26.26
- Management Fee - \$4.09

Rates Effective July 1, 2019

- Parking Attendant = \$25.06
- Office Staff = \$39.75
- Clerk = \$25.40
- Supervisor = \$26.26
- Management Fee - \$4.09

City acknowledges that the forgoing pricing increases are retroactive to February 1, 2019 and July 1, 2019, respectively, as stated in the headers above. Contractor shall invoice City for the amount necessary to accommodate the underpayment, which amount the City agrees to pay within thirty (30) days.

Notwithstanding anything herein to the contrary, effective July 1, 2020 and each July 1st thereafter during the term of this Agreement, the fees per employee hour paid to Contractor pursuant to the Agreement shall be increased to accommodate the increase in the City's minimum wage requirements set forth in Section 9.04 of the Agreement. This is in addition to the annual increases set forth in Section 2 of the Agreement.

4. APPENDIX 1A SCOPE OF WORK is hereby amended with the addition of the following to the PERSONNEL DRIVER LICENSES AND RECORDS section:

"E. Notwithstanding the requirements listed in Section B, upon review and approval of the Contractor's Motor Vehicle Policy, the City may accept the Contractor's policy to allow drivers to operate vehicles."

5. APPENDIX 1A SCOPE OF WORK is hereby amended with the addition of the following-

"1. The Contractor shall prepare and submit to the City within the first quarter prior to commencement of the subsequent calendar year, an annual budget pursuant to standards of service required of the Contractor by the City. The annual budget shall be subject to approval in advance by the City. The Contractor shall review the submitted budget 45 days prior to commencement of the calendar year, to ensure accuracy.

2. The approved annual budget shall include maximum costs and expenses per month to be incurred by the Contractor in the normal operation of the Parking Facilities over the course of the calendar year including the following:
 - a. Billable hour cost with each classification including management fee,
 - b. Reimbursable Expenses: annual RTD reimbursement, annual audit, and all other expenses that shall be reimbursable if approved in writing in advance by the City.
 - c. The exception to this would be resubmits.
3. The Contractor shall prepare and submit a monthly budget to the City on or before the 20th of each calendar month with the maximum cost of maintaining and operating the Parking Facilities for the following month based on the staffing levels as approved by the City. These cumulative monthly budgets shall not exceed what is shown in the total annual budget except where approved by the City in writing.
4. Approved monthly budget expense amount shall constitute the maximum payable for each category of expenditure (Sub-Total of Salary & Wages, Sub-Total of Management Fee and Sub-Total of Expenses) except for special items approved in advanced in writing by the City or resubmission. Additional holiday staffing requirements must be built into the monthly and annual budgets. City agrees to allow unused funds for future months so long as the total annual budget is not exceeded without City approval.
5. The monthly invoice will include:
 - a. Billable hour cost with number and complete name of each person per each classification with the roster and timecards having the same complete name and the roster billing categories matching the weekly billing categories.
 - b. Reimbursable Expenses: annual RTD invoice with backup, annual audit, with proof of payment, all other expenses, with proof of payment and copy of approval letter, signed by Contract Administrator.”
6. 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.
7. This First 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-201952287-01/Alfresco 201628677-01
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:
Contractor Name:

PLANE-201952287-01/Alfresco 201628677-01
SP Plus Corporation

By: Please see attached.

Name: Jason Finch

(please print)

Title: SVP - West Airports

(please print)

ATTEST: [if required]

By: Please see attached.

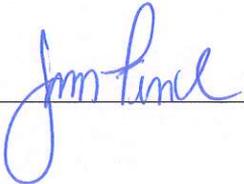
Name: Brad McAllister

(please print)

Title: Regional Manager

(please print)

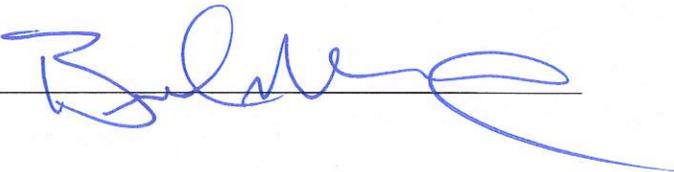
Contract Control Number: PLANE-201952287-01/Alfresco 201628677-01
Contractor Name: SP Plus Corporation

By: 

Name: Jason Finch
(please print)

Title: SVP- West AIRPORTS
(please print)

ATTEST: [if required]

By: 

Name: BRAD McAllister
(please print)

Title: Regional Manager
(please print)