

**THIRD AMENDMENT TO DENVER PARKING GARAGES
MANAGEMENT AGREEMENT**

This **THIRD AMENDMENT TO DENVER PARKING GARAGES MANAGEMENT AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SP PLUS CORPORATION**, a Delaware corporation whose address is 1801 California Street, Suite 2775, Denver, Colorado 80202 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

A. The Parties entered into Management Agreement dated September 19, 2014, a First Amendatory Agreement dated May 26, 2017, and a Second Amendatory Agreement dated December 8, 2019 (collectively, the “Agreement”) relating to professional parking management services.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend and include additional provisions.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

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

“**4. TERM:** This Agreement shall have a term commencing on October 1, 2014 and terminating on September 30, 2021.”

2. Article 7.B.(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“**B. Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **TWELVE MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED AND SEVEN DOLLARS (\$12,735,107.00)**. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor’s risk and without authorization under this Agreement.”

3. Article 50 of the Agreement entitled “**CREDIT CARD COMPLIANCE AND INDEMNIFICATION**” is amended to read as follows:

“**50. PCI DSS COMPLIANCE:**

- 50.1 If Contractor is directly involved in the processing, storage, or transmission of cardholder data on behalf of the City as part of this Agreement, this Section applies. Any Contractor who provides or has access to software, systems, hardware, or devices which process and/or interact with payment card information or payment cardholder data must be compliant with the current version of the Payment Card Industry Data Security Standard (PCI DSS).
- 50.2 Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now, and will be PCI DSS compliant during the term of this Agreement. All service providers that Contractor uses under the Agreement must be recognized by Visa as PCI DSS compliant. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an executed Attestation of Compliance (AOC). Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant.
- 50.3 Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall notify the City in writing consistent with the Data Incident response notification requirements of this Agreement, and shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- 50.4 If any Association requires an audit of Contractor or any of Contractor's Service Providers, agents, business partners, contractors or Subcontractors due to a data security compromise event related to this Agreement,

Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to Contractor, Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve Contractor from liability under this section or under other provisions of this Agreement.

50.5 In addition to all other defense and indemnity obligations undertaken by Contractor under this Agreement, Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and Contractor shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement."

4. Article 52 of the Agreement entitled **Payment of City Minimum Wage** is added to read as follows:

"52. 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 Contractor is 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 Sections shall result in the penalties and other remedies authorized therein."

5. Article 53 of the Agreement entitled **EXAMINATION OF RECORDS** is added to read as follows:

“53. EXAMINATION OF RECORDS:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.”

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: PWADM-201951430-03[201417250-03]
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

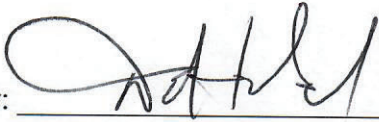
By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201951430-03[201417250-03]
SP Plus Corporation

By:  _____

Name: DAVID H. LOMBARDI
(please print)

Title: SENIOR VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)