

AMENDMENT NO. 1
TO
PARKING LOT MANAGEMENT AGREEMENT

BETWEEN

CITY OF FRESNO, CALIFORNIA
(A Municipal corporation)

and

SP PLUS CORPORATION
A Delaware Corporation

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO THE PARKING MANAGEMENT SERVICES AGREEMENT ("Amendment") is made and entered into as of the 1st day of December, 2015, by and between the City of Fresno California, a municipal corporation hereinafter referred to as the "City", and SP Plus Corporation, a Delaware Corporation duly admitted in good standing to do business in California, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, City owns and operates the Fresno Yosemite International Airport, a public airport hereinafter referred to as "Airport", located in the City of Fresno, California; and

WHEREAS, City provides automobile parking facilities in the vicinity of the Airlines Passenger Terminal Building at the Airport ("Terminal") for use by the public and employees; and

WHEREAS, Contractor and City (each a "Party"; collectively the "Parties") have heretofore entered into a Parking Lot Management Services Agreement dated February 26, 2014 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement for the purpose of making improvements to the Airport's parking facilities; and

WHEREAS, Contractor issued a Request for Proposals (RFP) for Parking and Revenue Control Systems ("PARCS") for the City in May 2015; and

WHEREAS, the Contractor along with Airport staff evaluated and interviewed proposers during the RFP process on September 2, 2015; and

WHEREAS, after a complete evaluation of the proposers, the Contractor and Airport staff desire to award to Sentry Control System, LLC ('Vendor') the contract for the PARCS system at the Airport; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Pursuant to Article II, Section 2.01(D), "Future Parking Facilities," City authorizes Contractor to purchase and install, at the City's cost and expense, the Parking and Revenue Control System ("PARCS"), shown in Exhibit "A" to this Amendment.
2. The total amount of reimbursement to the Contractor from the City for all components of the purchase and installation of equipment shall not exceed Three Hundred Fifty Six Thousand Nine Hundred Dollars (\$356,900).
3. City shall make four (4) payments to Contractor as follows:
 - a. Payment 1 – 20% of the total purchase cost down at signing of contract between Contractor and Vendor;
 - b. Payment 2 – 30% of remaining purchase cost upon receipt of shipment of all equipment;
 - c. Payment 3 – 30% of remaining purchase cost upon substantial completion of the installation of equipment and initial training plus thirty (30) days of uninterrupted operation; and
 - d. Payment 4 – Final remaining balance upon final completion and uninterrupted operation of the equipment for thirty (30) days.
4. In the event of any conflict between the body of this Amendment No. 1 and any Exhibit or Attachment hereto or document referenced herein, the terms and conditions of the body of this Amendment No. 1 shall control and take precedence over the terms and conditions expressed within the Exhibit, Attachment or document referenced. Furthermore, any terms or conditions contained within any Exhibit, Attachment hereto or document referenced herein which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment No. 1, shall be null and void.
5. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
6. Except as amended herein, the Agreement shall be and remain in full force and effect.

///

///

///

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO, CALIFORNIA
A Municipal Corporation

CONTRACTOR
SP PLUS CORPORATION
A Delaware Corporation

By: _____
Kevin R. Meikle
Director of Aviation

By: [Signature]

Title: Senior Vice President - West Airports
(If Corp or LLC, Board Chair,
President or Vice President)

Address for Notice:
City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

By: [Signature]

Title: James C. Burdett
Assistant Secretary
(If Corp or LLC, CFO,
Treasurer, Secretary or
Assistant Secretary)

ATTEST:
Yvonne Spence, CMC
City Clerk

By: _____
Deputy

Address for Notice:

SP Plus Corporation
200 East Randolph Street, Suite 7700
Chicago, IL 60601
Phone (312) 274-2000
Fax (312) 640-6162

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____
Amanda B. Freeman, Deputy Date

ATTACHMENTS:

EXHIBIT "A": PARKING AND REVENUE CONTROL SYSTEM FORM

EXHIBIT “A”



NOTICE OF STAFF DETERMINATION OF AWARD

Staff has determined the following to be the lowest responsible bidder(s) for the project(s) listed below.

Council Meeting December 17, 2015

Parking And Revenue Control System (PARCS) Equipment for
Parking Lot at Fresno Yosemite International Airport (FAT)
(\$356,900.00)

Sentry Control System, LLC.
Van Nuys, CA