

FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT

CENTRAL PARKING SYSTEM, INC.

(Parking Management Services)

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and CENTRAL PARKING SYSTEM, INC., a Tennessee corporation ("Consultant").

RECITALS

WHEREAS, on May 31, 2011, City and Consultant entered into a Professional Consultant Services Agreement for Parking Management Services ("Agreement"); and

WHEREAS, City and Consultant desire to modify the Scope of Services of the Agreement ("Services") to include Garage 7, Parking Lot 33, future special event staffing services, and to additionally include 25% change order approval authority.

NOW THEREFORE in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant mutually agree as follows:

1. Paragraph 3 of the Agreement entitled "Compensation/Payment" is amended in its entirety as follows:

3. Compensation/Payment. Consultant shall perform the Services under this Agreement for the total sum not to exceed Five Million Fourteen Thousand Six Hundred Thirty-Five Dollars (\$5,014,635.00) with an additional contingency fee of twenty five percent (25%) not to exceed and additional amount of One Million Two Hundred Fifty Three Thousand Six Hundred and Fifty Nine Dollars (\$1,253,659) for a total contract amount not to exceed Six Million Two Hundred Sixty Eight Thousand Two Hundred Ninety Four Dollars (\$6,268,294) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

2. Paragraph 4 of the agreement entitled "Notices" is amended in its entirety to read as follows:

4. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works
City of Riverside
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

To Consultant

SP Plus Corporation
Attn: Legal Department
200 E. Randolph Street, Ste. 7700
Chicago, IL 60601

3. Exhibit "A" of the Agreement entitled Scope of Services is amended to include the following paragraph(s) under "Hours of Operation":

HOURS OF OPERATION

Garage 7 shall be staffed Monday through Friday and for special events in the evenings and weekends as necessary and as requested by the City.

Lot 33 shall be staffed as necessary and as requested by the City for special events. Hours of operation to be determined by mutual agreement between City and Consultant.

Special event staffing services shall be provided as necessary in any City's parking facilities as requested by the City. Hours of operation to be determined by mutual agreement between City and Consultant.

4. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this First Amendment as though set forth in full herein.


IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

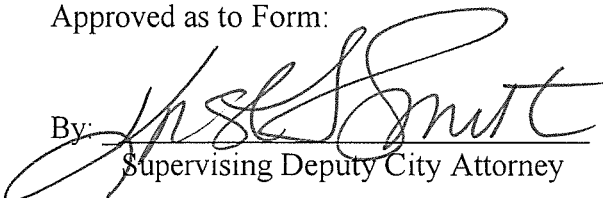
CENTRAL PARKING SYSTEM, INC., a
Tennessee corporation

By: _____
City Manager

Attest: _____
City Clerk

By: _____

[Printed Name]
S.P. V.P.
[Title]

Approved as to Form:

By: 
Supervising Deputy City Attorney

By: _____

[Printed Name]

[Title]