

EXHIBIT A

CITY OF PORTLAND

CONTRACT NO. 30001972

AMENDMENT NO. SEVEN (7)

FOR

PARKING GARAGE MANAGEMENT SERVICES

As authorized by Ordinance No. _____, this Amendment No. 7 (this "Amendment") to Contract No. 30001972 (the "Contract") is made and entered into as of _____, 2017, by and between **Central Parking System of Washington, Inc.**, a Tennessee corporation, hereinafter, called "Contractor" and the **City of Portland**, a municipal corporation of the state of Oregon, hereinafter called "City", by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

1. Contract is hereby amended as follows:

- a. Extend the term of the Contract (Contract Section 2) through March 31, 2019 for a total contract period of not more than eight (8) years.
- b. Effective April 1, 2017, replace Attachment A Statement of Work, Section 1 Operational and Management Requirements, Subsection (h) collections and management fees, paragraph two (2) with:

~~For each month commencing with the date of this Contract a minimum monthly fee ("Base Fee") in the amount of Seven Hundred Fifty Dollars (\$750.00) per parking garage managed by Contractor for City (\$4,500/month for all six garages), plus an amount ("Incentive Fee") equal to Three and one half percent (3.5%) of monthly Operating Surplus in excess of the Operating Surplus for the 2009-2010 Fiscal Year at the Parking Facility (Operating Surplus for the 2009-2010 Fiscal Year excludes internal City operational or City-based administrative costs, including but not limited to equipment costs and fees, paid by City to any entity other than the previous parking operator and/or management company during such 2009-2010 Fiscal Year). During the term of this Contract, the Base Fee shall be increased annually on each anniversary date of this Contract by two percent (2%), as follows:~~

Effective April 1, 2017, Contractor will receive a monthly management fee per parking garage managed by Contractor for City, payable out of Gross Revenues, as follows:

Contract Year	Original Base Management Fee	Additional Management Fee	Total Management Fee
April 2017 - March 2018	\$844.62	\$1,080.38	\$1,925.00
April 2018 - March 2019	\$861.51	\$1,080.38	\$1,941.89

- c. Effective December 1, 2017, insert new section Attachment A Statement of Work, Section 1 Operational and Management Requirements, Subsection "(q) Service Provider to the City" to read as follows:

Pursuant to 2017-13, Contractor hereby agrees not to take any federal or state tax position inconsistent with it being a service provider to the City with respect to the Parking Facilities. For example, Contractor will not take any depreciation or amortization deductions, investment tax credits, or deductions for any payment as rent with respect to the Parking Facilities.

2. All other terms and conditions of the Contract and all subsequent Amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have caused this Amendment No. Seven (7) to be executed by their duly authorized representative(s), as of the day and year first above written.

CITY OF PORTLAND

**CENTRAL PARKING SYSTEM OF
WASHINGTON, INC. (CONTRACTOR)**

Chief Procurement Officer Date

Jason Johnston 10/16/2017
Authorized Signature Date

By: Jason Johnston

Approved as to Form
APPROVED AS TO FORM

Address: 3470 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
Phone: 213-488-3113

Mary Rine 10/16/17
Office of City Attorney Date
CITY ATTORNEY