

**FIRST AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT**

This First Amendment of Parking Enforcement / Services Agreement (this "First Amendment") made and entered in to effective as of January 1, 2014, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", and SP PLUS CORPORATION, a Delaware corporation formerly known as STANDARD PARKING CORPORATION, hereinafter referred to as "Contractor";

**RECITALS**

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Agreement dated January 4, 2011 (the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration received, the parties hereto agree as follows:

1. **RECITALS.** The above recitals are incorporated herein. The terms defined in the Agreement, when used herein, shall continue to have the meanings ascribed to such terms therein, unless expressly defined otherwise in this Amendment.
2. **TERM.** The City has exercised its right to renew the term for three (3) years under Section 14 of the Agreement and, therefore, the term is hereby extended from January 1, 2014 through and including December 31, 2016 (the "Extended Term"). The termination rights set forth in the Agreement shall continue in effect during the Extended Term including, without limitation, those termination rights set forth in said Section 14. In addition, the City at its sole option shall have the right to renew the Agreement for an additional three (3) years that would end on December 31, 2019.
3. **INSURANCE AND BONDS.** During the Extended Term Contractor shall continue to provide the insurance and bond coverages required pursuant to the Agreement except that the performance bond required during the Extended Term shall be in the amount of \$350,000.00 renewable annually.
4. **SCOPE OF SERVICES.** The Contractor's scope of services during the Extended Term shall consist of the following:
  - (a) All operation, enforcement, management and revenue collection duties as originally set forth in the Agreement;
  - (b) Those routine tasks noted as Standard Parking's responsibility in the document attached hereto and made a part hereof as Exhibit A; and
  - (c) Consistent with Exhibit A, any other tasks in the management and maintenance of the City's parking system, provided the compensation or reimbursements for each such additional task shall be separately negotiated and documented in writing by the parties.

To the extent that any of the routine tasks noted as Standard Parking's responsibility in Exhibit A are tasks delegated to the City under the terms of the original Agreement, the City shall be relieved of such responsibilities and the terms of Exhibit A shall govern.

5. CONTRACTOR'S COMPENSATION. Effective as of January 1, 2014, Section 13 of the Agreement is deleted and replaced in its entirety with the following during the duration of the Extended Term and any further renewal of the Agreement:

As compensation for Contractor's services, the City shall pay Contractor the total of the following:

(a) A fee (the "Management Fee") of \$50,000 during calendar year 2014, which shall be paid in equal monthly installments of \$4,166.67. On January 1, 2015 and each anniversary thereafter, for so long as the Agreement shall remain in effect (including any renewal beyond the Extended Term), the Management Fee shall increase by five percent (5%) over the Management Fee in effect during the preceding calendar year;

(b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in Exhibit A, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part hereof as Exhibit B;

(c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 4(c) of this Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 5 and any terms in the original Agreement, the terms of this Section 5 shall prevail.

6. PAYMENT TERMS. Within 15 days after the end of each month, Contractor shall submit to the City a statement setting forth its Management Fee and Operating Expenses of the preceding month (the "Monthly Statement"). The Monthly Statement shall be supported by such commercially reasonable supporting documentation as the City may require. Within 10 days of receipt of the Monthly Statement, the City shall remit payment to Contractor.

If The City disputes any Operating Expense, The City shall give Contractor written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

7. REPORTS AND RECORDS. In addition to any requirements under the original Agreement, Contractor shall keep complete and accurate reports and records (collectively, the "Records") of Operating Expenses relating to Contractor's services. Such Records shall be kept in accordance with good accounting practices. Contractor shall permit the City to inspect Contractor's Records at Contractor's offices during reasonable business hours and at the City's expense.

8. NOTICES. Section 15 of the Agreement is updated by substituting the following addresses for Contractor:


SP Plus Corporation  
Attn: Jack Ricchiuto, Executive Vice President  
1301 East 9<sup>th</sup> Street, Suite 1050  
Cleveland, OH 44114

With copy to:

SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

9. NO OTHER CHANGES. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect upon its original terms and conditions.

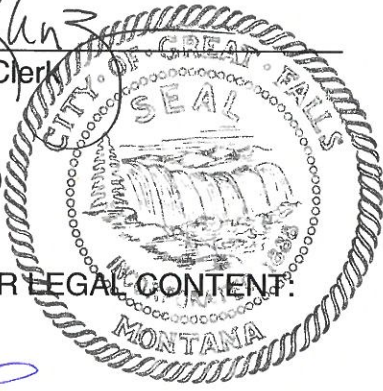
**CITY OF GREAT FALLS**

  
\_\_\_\_\_  
Gregory T. Doyon, City Manager

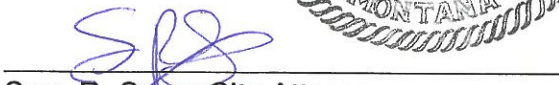
ATTEST:

  
\_\_\_\_\_  
Lisa Kunz, City Clerk


(SEAL OF CITY)



APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
Sara R. Sexe, City Attorney

**SP PLUS CORPORATION**

  
\_\_\_\_\_  
Jack Ricchiuto, Executive Vice President

State of Ohio )  
 : ss.  
County of Cuyahoga)

On this 17th day of December, in the year A. D. two thousand and thirteen, a Notary Public for the State of Ohio, personally appeared Jack Ricchiuto, known to me the undersigned to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Nita Bican (Name Printed)  
Notary Public for the State of Ohio  
*Nita Bican* (Signature)  
Notary Public for the State of Ohio  
Residing at Summit County  
My Commission Expires 9-8, 2014

NITA BICAN  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9.8.14

## Exhibit A

**Standard will continue routine tasks it currently performs.**

**Routine tasks Standard Parking would do that the City does now:**

- Maintain landscaping and sprinkler systems, where they exist, at surface lots and garages.
- Clean and maintain windows, including the display windows in the South Parking Garage. Replace doors and windows as needed, and change out locks as security requires.
- Acquire and replace bulbs and batteries and the other consumable products needed for the safe operation of the surface lots and garages and for revenue control and enforcement equipment.
- Maintain and repair other (Standard already maintains the meters) revenue control equipment including the pay boxes at the surface lots and gates in the garages. Standard may acquire and install replacement revenue control equipment, at the City's request.
- Upon expiration of the City's current contract for that purpose, maintain and repair the elevators in the parking garages.
- Order and accept delivery of all printed materials needed for parking administration, including delivery permits, residential parking tags, etc.
- Acquire and sell parking tokens if the City decides to renew its token program. The design and pricing of the tokens would first be approved by the City.

**Routine tasks that City would continue to do:**

- Snow removal is not on the above list at this time because the City contracts for snow removal from the garages and surface lots along with other facilities. That contract has been let for three years, so this function is covered for the initial duration of the proposed contract.
- Signs are not on the above list at this time because the City has an efficient, affordable way of obtaining the needed signs through its Public Works Department. The parties can agree in writing to modify the terms in the future to add signs to Standard's responsibilities if necessary.

**Flexibility:**

The City may ask Standard to undertake other tasks in the management and maintenance of the parking system, each additional task to be separately negotiated.

Exhibit B

<b>Great Falls Garage and Meter Services</b>						
<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Year 6</b>
				<i>Option</i>	<i>Option</i>	<i>Option</i>
<b>Management Fee</b>	<b>\$50,000</b>	<b>\$52,500</b>	<b>\$55,125</b>	<b>\$57,881</b>	<b>\$60,775</b>	<b>\$63,814</b>
Wages	\$ 184,123	\$ 189,647	\$ 195,336	\$ 201,196	\$ 201,196	\$ 207,232
Salaries	\$ 46,319	\$ 47,709	\$ 49,140	\$ 50,614	\$ 50,614	\$ 52,132
<b>Total Payroll</b>	<b>\$ 230,442</b>	<b>\$ 237,355</b>	<b>\$ 244,476</b>	<b>\$ 251,810</b>	<b>\$ 251,810</b>	<b>\$ 259,365</b>
P/R Tax - FICA	\$ 17,321	\$ 17,841	\$ 18,376	\$ 18,927	\$ 18,927	\$ 19,495
P/R Tax - SUTA	\$ 2,851	\$ 2,937	\$ 3,025	\$ 3,115	\$ 3,115	\$ 3,209
Life/Hospital Insurance	\$ 202	\$ 208	\$ 214	\$ 221	\$ 221	\$ 227
P/R Cost - Workers Comp	\$ 23,044	\$ 23,736	\$ 24,448	\$ 25,181	\$ 25,181	\$ 25,936
P/R Tax - FUTA	\$ 294	\$ 303	\$ 312	\$ 321	\$ 321	\$ 331
401K Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes, Burden and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Benefits</b>	<b>\$ 43,712</b>	<b>\$ 45,024</b>	<b>\$ 46,374</b>	<b>\$ 47,766</b>	<b>\$ 47,766</b>	<b>\$ 49,198</b>
<b>Total Comp &amp; Benefits</b>	<b>\$ 274,154</b>	<b>\$ 282,379</b>	<b>\$ 290,850</b>	<b>\$ 299,576</b>	<b>\$ 299,576</b>	<b>\$ 308,563</b>
Uniform Expense	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
Garage Supplies	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
Drinking Water	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
Ticket Expense	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,639	\$ 1,688
Stationary & Office Supplies	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
R & M Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	1,000	1,030	1,061	1,093	1,093	1,126
R & M Revenue Control	\$	\$	\$	\$	\$	\$
	1,000	1,030	1,061	1,093	1,093	1,126
Gas & Oil Company Vehicle	\$	\$	\$	\$	\$	\$
	1,125	1,159	1,194	1,229	1,229	1,266
Parking & Auto	\$	\$	\$	\$	\$	\$
	720	742	764	787	787	810
Rental Machinery & Equip.	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Utilities Expense	\$	\$	\$	\$	\$	\$
	2,000	2,060	2,122	2,185	2,185	2,251
Shopper Program	\$	\$	\$	\$	\$	\$
	200	206	212	219	219	225
Postage & Freight	\$	\$	\$	\$	\$	\$
	600	618	637	656	656	675
Telephone - Local	\$	\$	\$	\$	\$	\$
	1,200	1,236	1,273	1,311	1,311	1,351
Telephone -Long Distance	\$	\$	\$	\$	\$	\$
	144	148	153	157	157	162
Mobile Phone	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Recruiting Expense	\$	\$	\$	\$	\$	\$
	240	247	255	262	262	270
Miscellaneous Expense	\$	\$	\$	\$	\$	\$
	300	309	318	328	328	338
<b>Total Other Operating Expenses</b>	\$	\$	\$	\$	\$	\$
	13,149	13,543	13,950	14,368	14,368	14,799
<b>Total Expense*</b>	\$	\$	\$	\$	\$	\$
	337,303	348,422	359,925	371,825	374,719	387,176



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/13/2014

*AS*

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D: Federal Insurance Company		20281
	INSURER E: XL Insurance America Inc		24554
	INSURER F: Liberty Insurance Underwriters, Inc.		19917

**COVERAGES      CERTIFICATE NUMBER: 570052656538      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,750,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,750,000
							GENERAL AGGREGATE	\$1,750,000
							PRODUCTS - COMP/OP AGG	\$1,750,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Garagekeepers Limit	\$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
B					01/01/2014	01/01/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Location - 01091.  
 Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Great Falls 2 Park Drive South Great Falls MT 59405 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  

Holder Identifier : 01091

Certificate No : 570052656538







**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570052656538			
CARRIER See Certificate Number: 570052656538	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lexington Insurance Company	19437
INSURER H: National Surety Corporation	21881
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg \$15,000,000
							Auto Only - ea Accid \$1,750,000
							Oth than Auto - ea ac \$1,750,000
	EXCESS LIABILITY						
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate \$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate \$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate \$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate \$25,000,000
							Each Occurrence \$25,000,000
	OTHER						
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg \$3,000,000

Fidelity and Deposit Company of Maryland  
1400 American Lane  
Schaumburg, IL 60196



**PERFORMANCE BOND**  
**(Annual Form 1001)**

**Bond No.** 09124793

KNOW ALL MEN BY THESE PRESENTS, that we, SP PLUS CORPORATION/STANDARD PARKING as Principal, (hereinafter called the "Principal"), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, (hereinafter called the "Surety"), are held firmly bound unto, CITY OF GREAT FALLS, MONTANA as Obligee, (hereinafter called the "Obligee"), in penal sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated 1/4/11 (hereinafter called the "Contract"), which Contract is incorporated herein by reference and,

Parking Enforcement/Services Contract: All operation, enforcement, management and revenue collection duties. Location 01091

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 1/1/14 and expiring on 12/31/14, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 7 below.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

**The Surety, at the following address:**  
Fidelity and Deposit Company of Maryland  
Attn: Commercial Surety Bond Claims  
1400 American Lane  
Schaumburg, IL 60196



**The Principal, at the following address:**

Principal Name SP PLUS CORPORATION/STANDARD PARKING  
Address 200 East Randolph Street, Suite 7700  
City State Zip Chicago, IL, 60601

**The Obligee, at the following address:**

Obligee Name CITY OF GREAT FALLS, MONTANA  
Address PO Box 5021  
City State Zip Great Falls, MT, 59403-0521

Sealed with our seals and dated this 23rd day of December, 2013.

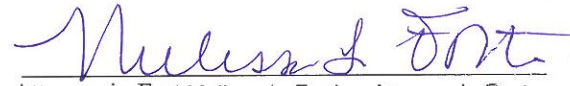
  
Witness

SP PLUS CORPORATION/STANDARD PARKING

Principal Name Michael Kelly  
Principal

  
Witness Meredith Covelli

Fidelity and Deposit Company of Maryland

  
Attorney-in-Fact Melissa L. Fortier, Attorney In Fact

ACKNOWLEDGEMENT BY SURETY

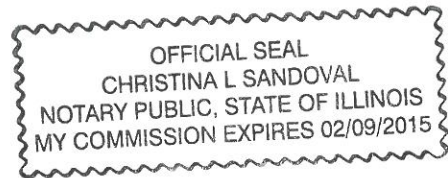
STATE OF ILLINOIS  
COUNTY OF COOK

On this 23<sup>rd</sup> day of December, 2013, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Melissa L. Fortier to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois  
County of Cook



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_

*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

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Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

