

**AMENDMENT NO. 1
TO THE
CONTRACT FOR PARKING SERVICES
(REVENUE SHARING MODEL)
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HBA PARKING SYSTEM, INC.**

THIS AMENDMENT NO. 1 is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and HBA Parking System, Inc. (hereinafter referred to as "Contractor") (collectively referred to as the "Parties"), located at 807 Brazos Street, Suite 314, Austin, Texas 78701, to amend the original *Contract for Parking Services (Revenue Sharing Model)* known as Contract No. 18-002-000 between the parties (hereinafter collectively referred to as the "Contract").

WHEREAS, TFC has determined to exercise its option to renew the Contract for the first of four (4) additional, one (1) year periods; and

WHEREAS, TFC has determined to modify Section 3.02(b) of the Contract for administrative purposes; and

WHEREAS, the parties desire to change the contract contact name contained in Section 10.09, Notices; and

WHEREAS, subject to Contract Section 10.21, Entire Agreement and Modification, such modifications may only be put into effect by a written amendment to the Contract; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects this prohibition;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE II – TERM – Section 2.1, Contract Award, sub-section (a), by deleting the sub-section (a) in its entirety and replacing it with sub-section (a), as follows:

“(a) This Contract shall be effect as of September 1, 2017, and shall expire on August 31, 2019, unless extended by the parties by amendment to this Contract or terminated earlier as provided in Section 2.3, below. This Contract may be renewed for three (3) additional one- (1-

year periods, provided that renewal is executed by written amendment to this Contract prior to expiration of the current term. Any renewals shall be at the same terms and conditions, plus any approved changes.”

2. The parties hereby agree to modify ARTICLE III – CONSIDERATION – Section 3.02, Additional Services and Adjustments, subsection (b), by deleting the sentence, “Each Delivery Release will constitute an amendment to this Contract, subject to the terms and conditions set forth in this Contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release,” and replacing it with the sentence, “Each Delivery Release will be subject to the terms and conditions set forth in this Contract, and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release.”

3. The parties hereby agree to modify ARTICLE IX – CONTRACTOR GENERAL AFFIRMATIONS, by adding Section 9.17, which shall read in its entirety as follows:

“9.17. PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.”

4. The parties hereby agree to modify ARTICLE X – MISCELLANEOUS PROVISIONS – Section 10.09, Notices, by replacing the Contractor notification information in its entirety and replacing it with the Contractor notification information that follows:

“For Contractor: HBA Parking System, Inc.
 Attention: Bewketu Ashenafi
 807 Brazos Street, Suite 314
 Austin, Texas 78701
 Telephone: (512) 983-6746
 E-Mail: bewkie@hotmail.com”

[This Space Intentionally Left Blank]

Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 1 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

HBA PARKING SYSTEM, INC.

By: JSR

By: Bewketv Ji

John S. Raff

Print Name: Bewketv Ashenafi

Interim Executive Director

Print Title: President

Date of execution: 8.21.18

Date of execution: 8/29/18

G.C. NW

Dir. LH

D.E.D. M