

THIRD AMENDMENT

to

**AGREEMENT FOR MANAGEMENT OF AIRPORT PUBLIC
AND EMPLOYEE PARKING FACILITIES**

at

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

This Third Amendment ("Amendment") to Agreement For Management of Airport Public and Employee Parking Facilities at the Fort Lauderdale-Hollywood International Airport ("Agreement") is made by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), and SP PLUS CORPORATION, a Delaware corporation registered to do business in the State of Florida formerly known as Standard Parking Corporation ("Operator").

RECITALS:

WHEREAS, County and Operator entered into the Agreement for Management of Airport Public and Employee Parking Facilities at the Fort Lauderdale-Hollywood International Airport on November 12, 2013 such agreement, as amended by a First Amendment and a Second Amendment, shall collectively be referred to as "Agreement". The Agreement expires on December 14, 2018; and

WHEREAS, pursuant to the Agreement, Operator provides management services for Fort Lauderdale-Hollywood International Airport's ("FLL") public and employee parking, including, but not limited to, valet parking services; and

WHEREAS, until August 1, 2015, Operator's valet parking services were located inside the parking garages at FLL; and

WHEREAS, effective August 1, 2015, at the request of County, Operator moved the valet parking services from inside FLL's parking garages to curbside at FLL's terminals as part of FLL's addition and expansion of parking facilities and services; and

WHEREAS, the transition of the valet parking services from FLL's parking garages to the terminals' curbsides was not contemplated by the Agreement, and since August of 2015, due to this relocation, Operator has incurred additional workers compensation insurance costs because Operator had to add additional employees for curbside valet services; and

WHEREAS, the Operator has the obligation to advise County on the necessity and timing of parking lot maintenance, and when such maintenance is beyond the capabilities of the Aviation department, Operator is best suited to perform it, clarification to the Agreement is needed to allow Operator to perform that maintenance; and

WHEREAS, County and Operator have agreed to make certain modifications and amend the Agreement relating to the foregoing and to revise and update insurance provisions, all as hereinafter more specifically provided,

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree that the Agreement is modified and amended as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. All defined terms contained in the Agreement shall have the same meanings when used in this Amendment, except as may otherwise be provided herein.
3. Article 5.1 of the Agreement is hereby amended to add the following:

5.1.3 Notwithstanding anything in Article 5.5 to the contrary, to the extent Operator incurs increased Workers' Compensation Insurance costs due solely to additional Operator valet employees occasioned by expansion of Airport Parking Facilities not contemplated in the Agreement, Operator may, by the 15th day of each month, request reimbursement for any such increased cost of Workers' Compensation Insurance from the prior month. Operator shall provide County sufficient documentation to support the request including payroll records, premium billings, premium adjustment billings and premium audits. County shall review the documentation provided by Operator and, if additional cost is properly documented and supported in County's sole discretion, will authorize reimbursement to Operator within 30 days. Operator will have until 30 days from the effective date of the Third Amendment to request reimbursement retroactively to August 1, 2015 for additional cost of Workers' Compensation Insurance caused solely by valet service staffing increases. Any payments made under this Article are subject to annual and end of contract review and audit inspection. If it is later determined that any amounts were overpaid, any adjustments and/or payments which must be made as a result of any such audit or inspection of the Operator's records shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of County's findings to Operator.

4. Article 7.9 of the Agreement is amended as follows:

7.9 Operator shall immediately notify County in writing when striping, re-striping, relamping, or other maintenance items, including maintenance of the revenue control system, becomes necessary in the Airport Parking

Facilities. The County, at its sole discretion, will determine if striping, re-striping, re-lamping or other maintenance items are actually necessary. If County elects to proceed with any such recommended maintenance, and are outside the capabilities of the Aviation department, County and Operator will negotiate the costs for Operator to perform the maintenance. The costs will be deemed a reimbursable expense, and, if practicable, will be planned for and budgeted in accordance with Article 5.

5. The amendment to Article 7.9 shall be effective retroactive to September 1, 2016.

6. Article 10.2 is deleted in its entirety and replaced with:

10.2 Operator shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in in accordance with the terms and conditions required Article 10.4. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

7. Article 10.3 deleted in its entirety and replaced with the following:

10.3 Not Used.

8. Article 10.4 is amended to add article 10.4.4 to the Agreement as follows:

10.4.4 Any contractor or subcontractor performing work for Operator on the Premises shall have Broward County listed as a certificate holder for all coverages. Operator and or contractor shall require all appropriate and necessary insurance coverage in their respective agreements.

9. Article 10.5 is amended as follows:

10.5 All policies of insurance required herein, shall be endorsed to provide County with thirty (30) days prior written notice of cancellation and/or non-renewal and/or restriction, and shall be evidenced by a Certificate of Insurance ~~or a letter signed by the Operator's Chief Financial Officer to certify Operator's self insurance program.~~ County reserves the right to obtain a copy of any policy required by this Article within fourteen (14) days of a written request to Operator, either by a personal inspection of the policy at Operator's office at FLL or by receiving a copy of the policy, with any premiums or rating information redacted. Any premiums or rating information redacted from a copy of a policy given to the County shall be limited to exposures, rates and various debits and credits. For clarification purposes, policy limits, endorsement names or endorsement numbers, policy numbers, carriers and term will all remain on the policy for full view. Any insurance

coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this contract. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

10. **Exhibit D** to the Agreement is hereby amended to permit additional Workers' Compensation Insurance coverage cost authorized by 5.1.3 as an allowable Reimbursable Expense line item in accordance with the provisions of Article 5.1.3.
11. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereby agree that this Amendment shall control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
12. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
14. Preparation of the Agreement, as amended, has been a joint effort of Operator and County and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
15. No modification, amendment, or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document and executed by the parties hereto.
16. This Amendment may be executed in up to three (3) counterparts, each of which shall be deemed to be an original.

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**THIRD AMENDMENT TO PARKING MANAGEMENT AGREEMENT FOR
MANAGEMENT OF AIRPORT PUBLIC AND EMPLOYEE PARKING FACILITIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and SP PLUS CORPORATION, signing by and through its duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

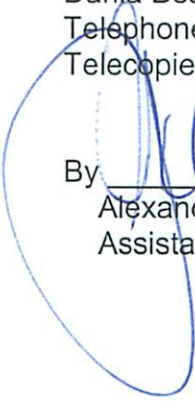
By _____
Mayor

____ day of _____, 2017

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  _____ 11.14.17
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  _____ 11/14/17
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

AJW
SP Plus Corporation
09/26/2017
#13-071.77

THIRD AMENDMENT TO PARKING MANAGEMENT AGREEMENT FOR
MANAGEMENT OF AIRPORT PUBLIC AND EMPLOYEE PARKING FACILITIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

OPERATOR:

SP PLUS CORPORATION,
Delaware Corporation registered to do business
In the State of Florida

By: 

Name: ROBERT REISER

Title: SENIOR V.P.

Dated: NOVEMBER 13, 2017

ATTEST:



Asst. Secretary

(CORPORATE SEAL)

WITNESSES:



