SECOND AMENDMENT TO AGREEMENT FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE (RFP # R0924308P1)

This Second Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and SP Plus Curbside Management Joint Venture ("Operator"), a joint venture between Standard Parking Corporation, a Delaware corporation d/b/a SP Plus Transportation, and B & L Service, Inc., a Florida corporation, each authorized to do business in Florida, is entered into effective as of the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS:

A. County and Operator (collectively, the "Parties") entered into the Agreement Between Broward County and SP Plus Curbside Management Joint Venture for Ground Transportation Management Services at Fort Lauderdale-Hollywood International Airport and Port Everglades, dated December 13, 2011, which was amended by the Addendum to the Agreement, dated June 11, 2013, and a First Amendment, dated January 24, 2017 (collectively, as amended, the "Agreement");

B. All Option Years available to date have been effectively exercised, and the term of the Agreement is currently scheduled to expire on April 30, 2018;

C. The Parties desire to amend the Agreement to provide for a fourth (4th) Option Year extending the term of the Agreement through April 30, 2019, and to increase the budget accordingly, subject to approval of the additional Option Year by the Federal Aviation Administration; and

D. The Parties desire to update the exhibits and other terms of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless an entire section is replaced or added.

3. Section 2.1 of the Agreement is amended as follows:

2.1 This Agreement will become effective on the Effective Date. The term of this Agreement ("Term") shall be for three (3) years and shall commence on May 1, 2012, and shall terminate three (3) years from such date, unless extended or otherwise terminated as provided herein ("Termination Date"). In addition, ~~the~~ County shall have the option to extend this Agreement for ~~three (3)~~ four (4) successive one (1) year terms (each being hereinafter referred to as "Option Year") upon written approval by the Director of Aviation. It is further provided that all terms and conditions of this Agreement shall apply during any Option Year. The FAA's approval of the extension for a third (3rd) or fourth (4th) Option Year is a condition precedent to County extending the term for ~~a third~~ that additional Option ~~y~~Year. If the additional Option Year is not approved by the Federal Aviation Administration by the end of the then-current term, the Agreement will terminate at the end of the then-current term.

4. Section 5.1.3 of the Agreement is amended as follows:

5.1.3 During the term of this Agreement, there may be unanticipated costs in addition to the normal staffing and operational costs addressed by this Agreement. In that event, such costs must be approved in advance and in writing by the Director of Aviation. Upon any such written approval, the Aviation Department will authorize reimbursement of the approved unanticipated amount as a payment to ~~the~~ Operator, and same shall be included in the bi-weekly report for payment by ~~the~~ County, provided that the amount of all payments to Operator during any County Fiscal Year on account of unanticipated costs pursuant to this Section 5.1.3, together with all other payments under this Agreement, including without limitation payments to Operator pursuant to Section 5.2, below, shall not exceed the ~~amount's budgeted by the County for ground transportation management services for such County Fiscal Year~~ total amount payable to Operator identified in Section 5.1.4 for such year. Operator shall not be entitled to reimbursement for any travel expenses.

5. Section 5.1.4 of the Agreement is amended as follows:

5.1.4 For the Term of this Agreement plus the first two (2) Option Years, specifically May 1, 2012 through and including April 30, 2017, County agrees to pay the Operator as compensation for performance of all services required under the terms of this Agreement, including all management services and all unanticipated costs (except for the costs associated with the acquisition and implementation of the GTM System as provided in

Exhibit 1 to the Addendum), up to a total maximum amount of $19,100,000.00. If County extends the Agreement for the third (3rd) Option Year, specifically May 1, 2017 through and including April 30, 2018, County agrees to pay Operator for performance of all services required under the terms of this Agreement, including all management services and all unanticipated costs, a total maximum amount of $5,100,000.00. If County extends the Agreement for the fourth (4th) Option Year, specifically, May 1, 2018 through April 30, 2019, County agrees to pay Operator for all required services performed by Operator under this Agreement, including, but not limited to, all management services and all unanticipated costs incurred by Operator in the performance of such services, up to a total not-to-exceed amount of Five Million Dollars ($5,000,000). In addition, ~~the~~ County agrees to reimburse ~~the~~ Operator for the acquisition and implementation of the GTM System in an amount not to exceed $1,200,000.00 as provided in Exhibit 1, attached to the Addendum.

6. Section 11.1 of the Agreement is deleted in its entirety and replaced with the following:

11.1 Operator shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Operator, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Operator shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Operator under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

7. Section 16.31 of the Agreement is added to read as follows:

16.31 Public Records. To the extent Operator is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Operator shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Operator or keep and maintain public records required by County to perform the services. If Operator transfers the records to County, Operator shall destroy any duplicate public records that are exempt or confidential and exempt. If Operator keeps and maintains public records, Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Operator to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Operator will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Operator contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Operator must, simultaneous with the

submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Operator as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Operator. Operator shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2318, KWILLMAN@BROWARD.ORG, 2200 SW 45TH STREET, SUITE 101, DANIA BEACH, FL 33312.

8. Section 17.9 of the Agreement is deleted in its entirety and replaced with the following:

17.9 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, OPERATOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9. Exhibits B and C to the Agreement are replaced with Exhibits B and C attached hereto, which are hereby incorporated in the Agreement. All references to Exhibits B or C in the Agreement shall hereinafter be deemed to refer to Exhibits B or C, respectively, attached hereto.

10. Operator acknowledges and agrees that the Airport Concession Disadvantaged Business Enterprise ("ACDBE") participation goals set forth in the Agreement, and any modifications requested by the Federal Aviation Administration, shall apply to all amounts covered by the Agreement, as amended.

11. Operator acknowledges that through the Effective Date hereof, Operator has no claims against County with respect to any of the matters covered by the Agreement, as amended, and Operator has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended.

12. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

13. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

14. The Agreement, as amended herein, 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 hereof that are not contained in the Agreement and this Second Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Preparation of this Second Amendment has been a joint effort of the Parties 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.

16. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

17. This Second Amendment may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 _____, 2018, and SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

____ day of _____, 2018

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

Insurance requirements
approved by Broward County
Risk Management Division

By_____ 2·8·18
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By_____ 2/8/18
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By_____ 2/8/18
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

SECOND AMENDMENT TO AGREEMENT FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE (RFP # R0924308P1)

OPERATOR

WITNESSES:

Mary Lacroix
Signature

MARY LACROIX
Print Name of Witness above

R Stevens
Signature

Rob Stevens
Print Name of Witness above

SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE
By: SP PLUS CORPORATION

By: _____
Authorized Signor

JACK RICCHIUTO EVP
Print Name and Title

6th day of FEB, 2018

ATTEST:

_____
ASST. Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

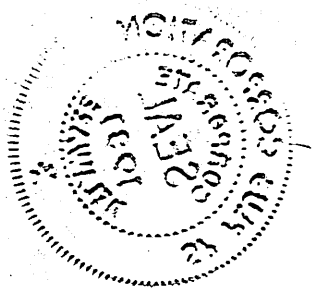
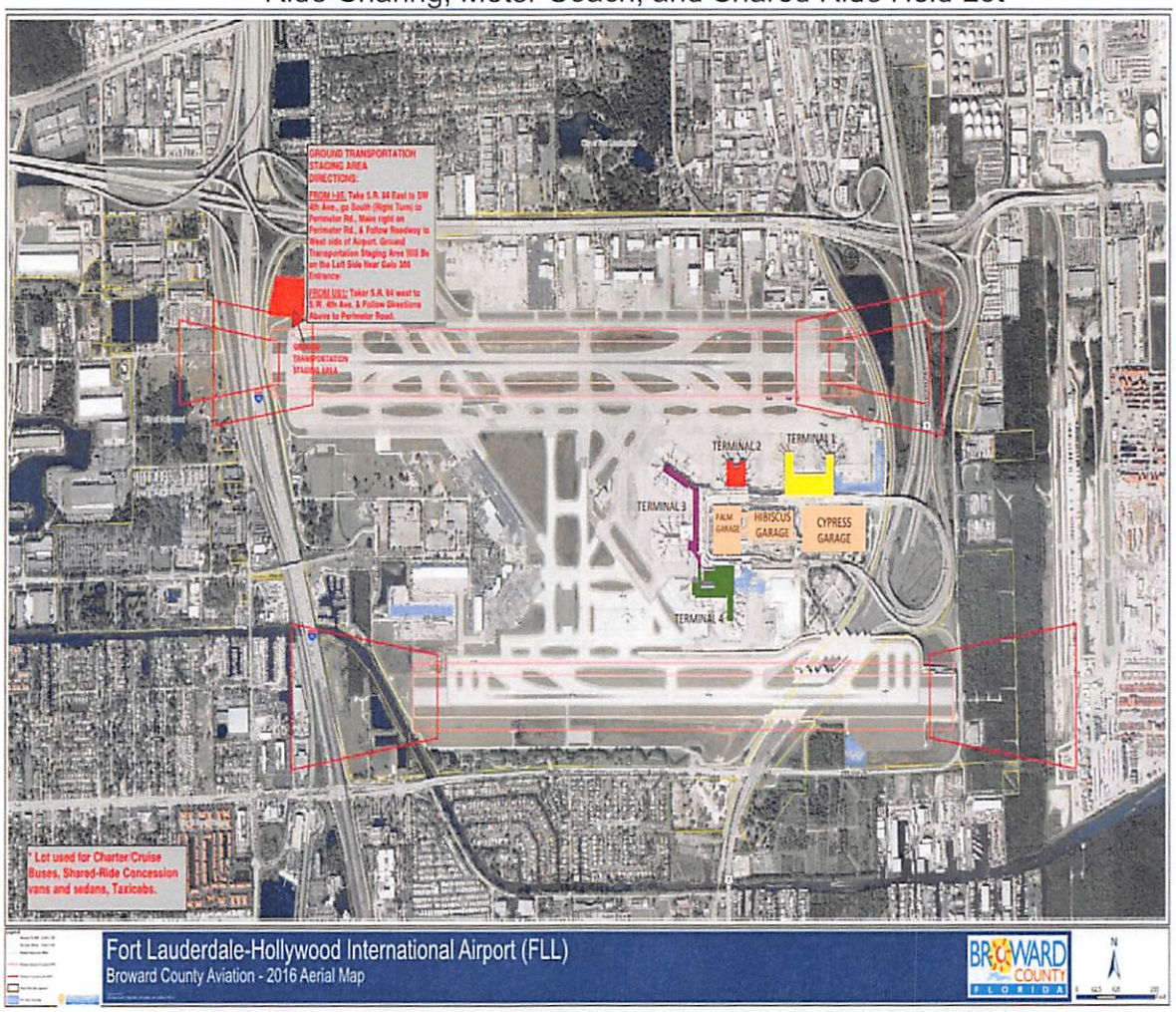


Exhibit B
Current Airport Holding Lots

Ride-Sharing, Motor Coach, and Shared Ride Hold Lot

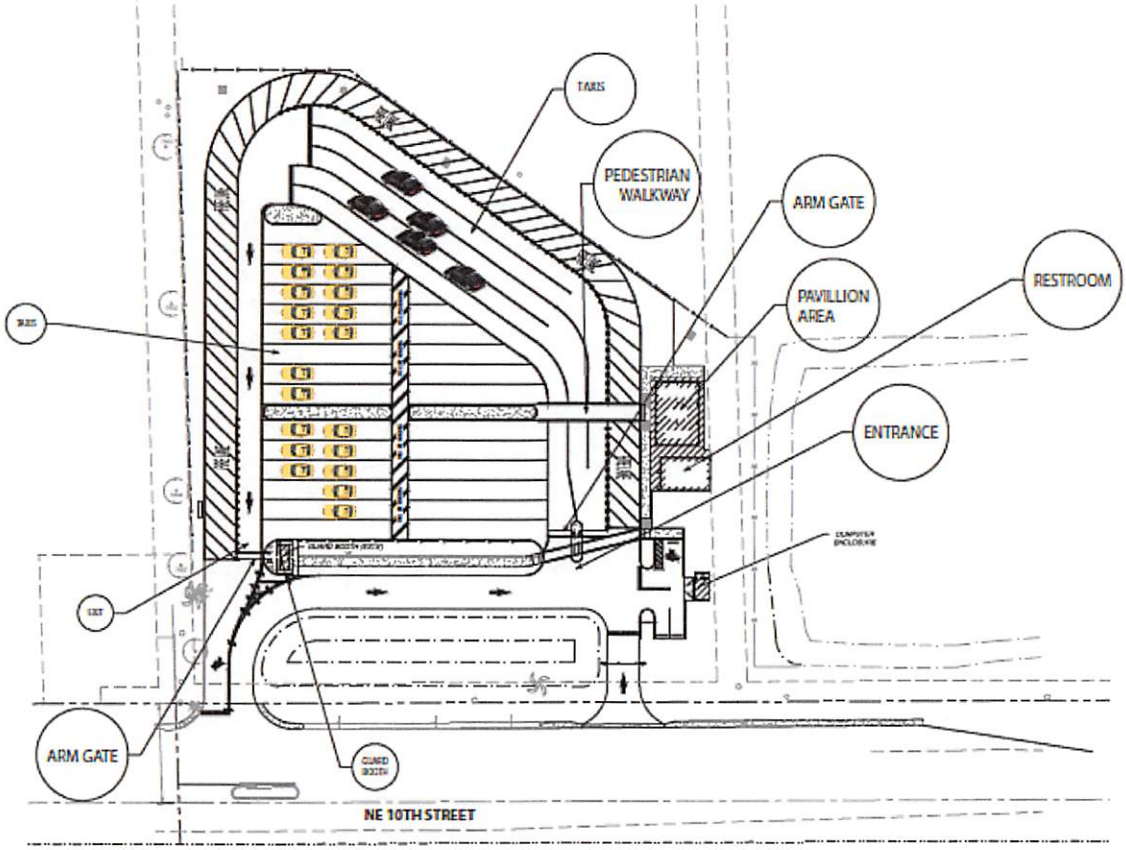


Address: 1800 SW 36th Street, Fort Lauderdale, FL 33315

* Ride-Sharing, Motor Coach, and Shared Ride Hold Lot is shaded red in top left portion of map.

Exhibit B (continued)
Current Airport Holding Lots

Taxi Hold Lot



Address: 500 NE 10th Street, Dania Beach, FL 33315

Exhibit C
Key Staff

1.	Name	Jack Ricchiuto
	President	Executive Vice President, Airport/Transportation Group
	Email Address	jricchiuto@spplus.com
	Contact phone number	216.802.6650
2.	Name	Rick Kreiter
	Managing Director	Managing Director Transportation
	Email address	rkreiter@spplus.com
	Contact phone number	312.274.2044
3.	Name	Chet Greco
	General Manager	General Manager Transportation Services
	Email address	cgreco@spplus.com
	Contact phone number	954.359.5522