

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 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 and formerly known as Standard Parking Corporation (“Operator”) (County and Operator are referred to herein as the “Parties”).

RECITALS:

A. County and Operator entered into the Agreement for Management of Airport Public and Employee Parking Facilities at the Fort Lauderdale-Hollywood International Airport, dated November 12, 2013, which was subsequently amended by a First Amendment and a Second Amendment (collectively referred to as the “Agreement”). The Agreement expires on December 14, 2018; and

B. 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

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

D. Operator has agreed to make certain modifications and clarify the Agreement relating to the foregoing and to revise and update insurance provisions, all as provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
3. Section 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 recommended maintenance and the Aviation Department determines that such maintenance is beyond the capabilities of the Aviation Department, Operator shall perform the maintenance at a cost to be negotiated by County and Operator. Operator's agreed to costs of performing the maintenance will be planned for and included in the annual budget in accordance with Article V of the Agreement when it is practicable to do so, and if not included in an annual budget, the costs will be deemed a reimbursable expense. If County and Operator are unable to agree on the cost of the maintenance, County can utilize other means, including, but not limited to the use of a third party, to have the maintenance performed.
4. The amendment to Section 7.9 shall be effective retroactive to September 1, 2016.
5. Section 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 Section 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.
6. Section 10.3 deleted in its entirety and replaced with the following:
 - 10.3 Intentionally Omitted.
7. Section 10.4 is amended to add Section 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. All applicable agreements with any such contractor or

subcontractor must include all appropriate and necessary insurance coverage consistent with the insurance coverage requirements in this Agreement.

8. Section 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.
9. 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.
10. This Amendment 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.
11. 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 the other.
12. 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.

13. This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. The execution, delivery, and performance of this Amendment have been duly authorized and approved by all necessary action on behalf of Operator.

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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 _____, 2018, 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

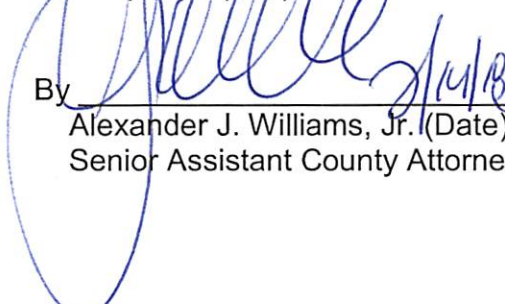
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2018

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  2.14.18
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  2/14/18
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AJW
SP Plus Corporation
02/06/2017
#13-071.77

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MANAGEMENT OF AIRPORT PUBLIC AND EMPLOYEE PARKING FACILITIES AT
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OPERATOR:

SP PLUS CORPORATION


By:  _____

Name: Jack Ricchiuto

Title: Executive Vice President - Airports

Dated: 2-12-18, 2018

ATTEST:


Assistant Secretary
(CORPORATE SEAL)

WITNESSES:

