

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

This Fourth Amendment ("Fourth Amendment") to the Parking Management Agreement for Management of Airport Public and Employee Parking Facilities at Fort Lauderdale-Hollywood International Airport is made and entered into between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus Corporation, a Delaware corporation authorized to do business in the State of Florida ("Operator") (collectively, the "Parties"), effective as of the date this Fourth Amendment is fully executed by the Parties.

RECITALS:

A. County and Operator entered into the Parking Management Agreement for Management of Airport Public and Employee Parking Facilities at the Fort Lauderdale-Hollywood International Airport, dated November 12, 2013 (as amended, the "Agreement"). The Agreement currently expires on December 14, 2018.

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.

C. Until August 1, 2015, Operator's valet parking services were located inside the parking garages at FLL. 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.

D. 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 has to provide additional employees for the curbside valet services.

E. This Fourth Amendment amends the Agreement to include valet workers' compensation insurance costs as a reimbursable expense, and extends the term of the Agreement through July 31, 2019.

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

1. The above Recitals are true and correct and are incorporated herein by reference.

2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. Throughout this Fourth Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.

3. Section 5.1 of the Agreement is hereby amended to add the following new Section 5.1.2.1:

5.1.2.1 Effective August 1, 2015, and notwithstanding anything in Section 5.5 to the contrary, workers' compensation insurance cost shall be considered a Reimbursable Expense. The reimbursement is limited to a flat rate of 3.36% of valet parking services salaries and wages that exceed One Million Three Hundred Twenty-Six Thousand Two Hundred Ninety Dollars (\$1,326,290) on an annualized basis. Operator may request reimbursement for any such cost in the manner provided for in Section 5.1.2. Operator shall provide County sufficient documentation to support the request, including payroll records. County shall review the documentation provided by Operator and, if the additional cost is properly documented and supported as determined in Aviation Director's sole discretion, County will authorize reimbursement to Operator. Any payments made under this Section 5.1.2.1 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 that must be made as a result of any such audit or inspection of the Operator's records shall be made by Operator within a reasonable amount of time (not to exceed 30 days) from presentation of County's findings to Operator.

4. Article 2 of the Agreement is hereby amended as following:

~~The term of this Agreement ("Term") shall be for five (5) years.~~ The Agreement shall commence on December 15, 2013 ("Commencement Date") at 12:00 a.m. and shall terminate at 11:59 p.m. on ~~December 14, 2018~~ July 31, 2019, unless sooner terminated as provided herein. The Director of Aviation shall have the authority to terminate this Agreement, at any time, for convenience upon thirty (30) calendar day's written notice to the Operator.

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

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

7. The Agreement and this Fourth Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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 Fourth 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.

8. Preparation of this Fourth 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.

9. This Fourth 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.

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth 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

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
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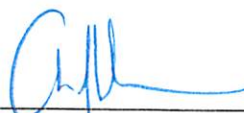
By 
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AJW
SP Plus Corporation
09/15/2018
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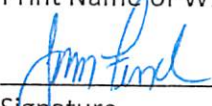
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OPERATOR:

WITNESSES:


Signature

CHUCK VOASE VP
Print Name of Witness above


Signature

Jason Finch
Print Name of Witness above


SP PLUS CORPORATION

By: 
Authorized Signor

Jack Ricchiuto EVP
Print Name and Title

26TH day of September, 2018

ATTEST:


Person authorized to attest

(SEAL OR NOTARY)

