



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE PARKING FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(RFP #2018-06-12-0-AV-04)**

This Second Amendment ("Second Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus Corporation, a Delaware corporation, registered to transact business in the State of Florida ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and SP Plus Corporation for the Management and Operation of the Public and Employee Parking Facilities at Fort Lauderdale-Hollywood International Airport (RFP #2018-06-12-0-AV-04), commencing on August 1, 2019 (the "Original Agreement"), which expires on July 31, 2024.

B. The Original Agreement was amended by a First Amendment, dated January 19, 2021, which, among other things, memorialized and set forth standards for monitoring electronic receipts issued by all payment equipment and software at the Parking Facilities (as defined in the Original Agreement). The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to, among other things, extend the term of the Agreement, provide for compensation during any extension terms, and update other terms and conditions of the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as shown in Paragraphs 6 and 7 below, amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The term of the Agreement is hereby extended by one (1) year (i.e., from August 1, 2024, through July 31, 2025). The extension referenced in this section shall be separate and apart from (and shall not be deemed to reduce or subtract from) any extension options referenced in Section 3.3 of the Agreement, as amended herein.
4. Section 3.3 of the Agreement is amended as follows:

3.3 Extensions.

3.3.1 Extension. ~~In the event County elects to extend the term of this Agreement beyond the Initial Term, Contractor agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. Contractor shall be compensated for the Services at the rate in effect when the extension was invoked by County. This option, if elected by County, shall be exercised by the Purchasing Director upon written notice stating the duration of the extended period, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the Initial Term.~~ **County may extend this Agreement by one (1) additional year on the same rates, terms, and conditions stated in this Agreement. The extension referenced in the previous sentence may be exercised by the Director of Aviation by providing Contractor with written notice at least thirty (30) days prior to the expiration of the then-current term. Any reference to "the term" of this Agreement shall be deemed to refer to the total aggregate term of this Agreement.**

3.3.2 Additional Extension. **If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director is authorized to exercise the Additional Extension by providing Contractor with written notice at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension.**

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

Contractor shall invoice County, and County will pay Contractor, for Services under this Agreement only in accordance with **Exhibit C**, up to maximum amounts as follows:

Services/Goods	Not-To-Exceed Amount
Fixed Fee <u>for Agreement Year 1 through Agreement Year 6</u>	\$4,956,104 <u>\$6,028,094.01</u>
<u>Fixed Fee for Agreement Year 7 (if extended pursuant to Section 3.3 of the Agreement)</u>	<u>\$1,104,149.71</u>
Reimbursable Expenses <u>(including all potential extensions)</u>	\$53,184,081 <u>\$76,534,060.20</u>
TOTAL NOT TO EXCEED	<u>\$58,140,185</u> <u>\$83,666,303.92</u>

Payment shall be made only for work actually performed and completed pursuant to this Agreement as set forth in **Exhibit C** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such work. Contractor acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Contractor shall not be reimbursed for any expenses it incurs under this Agreement.

6. New Sections 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42, and 9.43 are added to the Agreement as follows (bold/underlining omitted):

9.36 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

9.37 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

9.38 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

9.39 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies

that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

9.40 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Agreement.

9.41 Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Second Amendment, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3 of Exhibit C to this Agreement. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9.42 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

9.43 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

7. Section 1, "Fixed Fee," of Exhibit C is amended in relevant part to read as follows (bold/underlining omitted):

...

Agreement Year	Fixed Fee (annual)
Agreement Year 1	\$942,883.00
Agreement Year 2	\$966,455.00
Agreement Year 3	\$990,617.00
Agreement Year 4	\$1,015,382.00
Agreement Year 5	\$1,040,767.00
Agreement Year 6	\$1,071,990.01
Agreement Year 7 (if extended pursuant to Section 3.3 of the Agreement)	\$1,104,149.71
Total	\$7,132,243.72

...

8. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

9. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second 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 hereof that are not contained in the Agreement as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. 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.

11. Contractor acknowledges that through the date this Second Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

13. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is 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 4th day of June, 2024, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

By: *Kim Campbell*
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: *Nan Rich* Digitally signed by NAN
H. RICH
Date: 2024.06.04
13:09:17 -04'00'
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By: *Kailie Rush* Digitally signed by Kailie Rush
Date: 2024.05.16 16:13:04 -04'00'
Kailie Rush (Date)
Assistant County Attorney

By: *Israel Fajardo* Digitally signed by Israel
Fajardo
Date: 2024.05.16 16:24:14
-04'00'
Israel Fajardo (Date)
Assistant County Attorney

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SP Plus Parking 2nd Amendment
05/14/2024
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**SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE PARKING FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
(RFP #2018-06-12-0-AV-04)**

CONTRACTOR

SP PLUS CORPORATION

By: 
Authorized Signer

Robert Reiser, President - East Airports
Print Name and Title

16 day of May, 20 24