

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CORPORATION FOR PARKING MANAGEMENT SERVICES FOR PORT EVERGLADES DEPARTMENT (RFP NO. R1174806P1)

This Fourth Amendment to the Agreement ("Fourth Amendment") between Broward County and SP Plus Corporation for Parking Management Services for Port Everglades Department is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus Corporation, a foreign corporation authorized to transact business in the state of Florida ("Vendor" or "OPERATOR") (County and Vendor collectively referred to as "the Parties").

RECITALS

A. County and Vendor entered into that certain agreement between Broward County and SP Plus Corporation for Parking Management Services for Port Everglades Department, dated June 10, 2014 (the "Original Agreement").

B. The Parties entered into a series of amendments to the Original Agreement: a First Amendment dated August 6, 2015 (the "First Amendment"), a Second Amendment dated June 27, 2019 (the "Second Amendment"), and a Third Amendment dated June 28, 2019 (the "Third Amendment"). The Original Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, is hereinafter referred to as the "Agreement."

C. The Third Amendment extended the term of the Original Agreement for three (3) months through September 30, 2019, with an option to further extend the term for up to five (5) additional one-month periods on a month-to-month basis through February 29, 2020.

D. The Parties desire to further amend the Agreement to show the full eight (8) month extension through February 29, 2020, provided under the Third Amendment, and provide for additional automatic monthly extensions of up to six (6) one-month periods on a month-to-month basis, for a maximum extension through August 31, 2020, and with an operating budget of \$967,214, which includes a fixed monthly management fee, and revised shuttle rates.

E. The Parties met and negotiated the terms for the additional extension, all in accordance with the Broward County Procurement Code, and this Fourth Amendment incorporates the results of such negotiation.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

2. Amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.

3. Section 2.3 of the Agreement is hereby amended as follows:

2.3 The Initial Term of this Agreement is hereby extended for an additional ~~three (3)~~ eight (8) month period, ~~to commence~~ing on July 1, 2019, and ~~terminating~~ing on ~~September 30, 2019~~ February 29, 2020 ("Initial Extension Period"), followed by automatic monthly extensions of up to six (6) one-month periods on a month-to-month basis through August 31, 2020 ("Monthly Extension(s)"), unless earlier terminated at the sole discretion of COUNTY's Director of Purchasing. COUNTY shall have the option to further extend the Agreement for up to five (5) additional one-month periods on a month-to-month basis, at the sole discretion of COUNTY's Director of Purchasing, through February 29, 2020 ("Monthly Extension(s)"). COUNTY shall provide written notice of its election to exercise each month-to-month extension option to OPERATOR no later than ten (10) calendar days before the end of the then-current monthly extension period. COUNTY's termination shall be effective on the date stated in the written notice of termination provided by COUNTY to OPERATOR, which date shall be no less than thirty (30) calendar days after such written notice is provided. Collectively, the Initial Term, the Initial Extension Period, and all exercised Monthly Extensions are referred to as the "Term."

4. Subsection 5.1.1 of the Agreement is hereby amended as follows:

5.1.1 ~~Commencing on July 1, 2019, and continuing for each month to month extension exercised under Section 2.3 through February 29, 2020, a fixed monthly Management Fee payable by COUNTY in arrears in the amount of One Thousand Seven Hundred Ninety and 04/100 Dollars (\$1,790.04) for Northport Garage and in the amount of Two Thousand Three Hundred Thirty-four and 84/100 Dollars (\$2,334.84) for Midport Garage/Terminal 18/Terminal 19. Commencing on March 1, 2020, and continuing for each Monthly Extension under Section 2.3, a fixed monthly Management Fee payable by COUNTY in arrears in the amount of One Thousand Eight Hundred Seventy-five Dollars (\$1,875) for Northport Garage, in the amount of One Thousand Six Hundred Eighty Dollars (\$1,680) for Midport Garage, in the amount of Four Hundred Thirty Dollars (\$430) for Terminal 18 Surface Lot, and in the amount of Eight Hundred Fifty Dollars (\$850) for Terminal 19 Surface Lot, which amounts shall be prorated if the Agreement terminates on a day other than the last day of a month.~~

5. Exhibit E(2) is hereby approved and accepted by the Parties as the operating budget for the period of time covered by the Monthly Extensions, and same is attached hereto and incorporated into and made a part of the Agreement.

6. Exhibit G(2), attached hereto and incorporated into and made a part of the Agreement, reflects the new Shuttle Rate under Section 6.2 of the Agreement, for the period of time covered by the Monthly Extensions.
7. Preparation of this Fourth Amendment has been a joint effort of County and Vendor, 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.
8. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
9. This Fourth Amendment is effective upon full execution by the Parties.
10. This Fourth Amendment may be fully executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Fourth Amendment to the Agreement: 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 _____, 20___, and SP Plus Corporation, signing by and through its Vice President, 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 _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By Al A DiCalvo 2/11/2020
Al A DiCalvo (Date)
Assistant County Attorney

By Russell J. Morrison 2/11/2020
Russell J. Morrison (Date)
Senior Assistant County Attorney

AAD/cr
SP Plus-R1174806P1-4th Amend_v7(2020-0210)
2/6/20, 2/10/20
File #13-3000.03

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Vendor

ATTEST:

Corporate Secretary

(Print/Type Name)

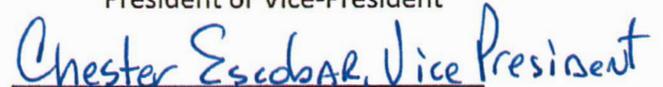
(Corporate Seal)

SP PLUS CORPORATION

By



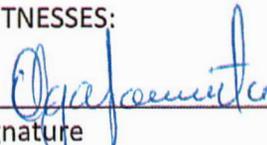
President or Vice-President


(Print/Type Name and Title)

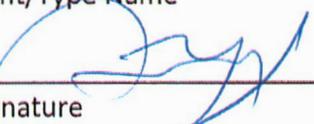
10th day of February, 2019 

OR

WITNESSES:


Signature

Olga Farieta
Print/Type Name


Signature

Suray Delgado
Print/Type Name

EXHIBIT "E(2)"
Six Month Operating Expense Budget

Port Everglades Operating Expense Budget March 1, 2020 - August 31, 2020		
Management Fee - (NP, MP, T18 & T19)	512700	\$ 29,010.00
Audit Fees	512510	\$ 8,500.00
Salaries & Wages	512700	\$ 439,000.00
Medical Insurance	512700	\$ 7,377.00
Worker's Comp.	512700	\$ 12,500.00
Personnel Record Checks	512700	\$ 950.00
Payroll Taxes	512700	\$ 35,000.00
Contract Labor	512700	\$ 30,000.00
Contract cleaning	512700	\$ 118,703.00
Armored Car Services	512700	\$ 8,500.00
Patron Car Damage	512700	\$ 3,900.00
Signage	512700	\$ 2,400.00
Shuttle Bus	512700	\$ 219,600.00
Towing	512700	\$ 300.00
Hurricane contingency	512700	\$ 5,000.00
Postage	522010	\$ 40.00
Equipment Rental-Golf Carts	526020	\$ 12,000.00
General Liability Ins.	530702	\$ 23,834.00
Printing/Ticket Stock	545010	\$ 3,100.00
Licenses & Fees	547280	\$ 150.00
Office Supplies	552310	\$ 3,600.00
Cost of Fuel/Service	555330	\$ 750.00
Operating Supplies	555110	\$ 1,500.00
Wearing Apparel	555410	\$ 1,500.00
Total		\$ 967,214.00

EXHIBIT "G (2)"
Shuttle Rates

FORT LAUDERDALE TRANSPORTATION, INC. RATES AT PORT EVERGLADES INCLUSIVE HOURLY RATES EFFECTIVE 3-1-2020			
Cruise Passenger Shuttle Costing			
Capacity	Description	Rate Per Hour	Minimum Hours
14 Passengers	W/interior luggage, W/C Accessible Available	\$104 per hour	4 hours minimum
27 Passengers	Mini-Bus with rear luggage	\$118 per hour	4 hours minimum
Employee Shuttle Costing			
Capacity	Description	Rate Per Hour	Minimum Hours
14 Passengers	W/interior luggage, W/C Accessible Available	\$108 per hour	4 hours minimum
14 Passengers	Mini-Bus with rear luggage	\$122 per hour	4 hours minimum
All vehicles be reserved in advance and as always are subject to availability.			

Cancellation Policy

All reservations must be cancelled and confirmed cancelled a minimum of 36 hours in advance of the scheduled start time of the reservation to avoid charges. All orders cancelled less than 36 hours will be charged 25% the rate assigned to the vehicle for the hours the vehicle was reserved.