THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-01)

This Third Amendment ("Third Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus Curbside Management Joint Venture ("Contractor"), a joint venture between SP Plus Corporation, a Delaware corporation, and B&L Service, Inc., a Florida corporation, each registered to transact business in the State of Florida (collectively referred to as the "Parties").

RECITALS

A. On March 5, 2019, the Parties entered into an agreement between Broward County and SP Plus Curbside Management Joint Venture for Ground Transportation Management Services at Fort Lauderdale-Hollywood International Airport (RFP # 2018-06-05-0-AV-01), with a commencement date of May 1, 2019 ("Original Agreement").

B. On December 7, 2022, the Parties entered into a First Amendment to the Original Agreement which, among other things, required Contractor to vacate the Occupied Property (as defined in the First Amendment) and relocate to the Premises (as defined in the First Amendment). On December 26, 2023, the Parties entered into a Second Amendment to the Original Agreement which, among other things, adjusted the amounts payable to Contractor as a result of the Broward County Living Wage Ordinance. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Agreement."

C. The Agreement is currently set to expire on April 30, 2024.

D. The Parties desire to enter into this Third Amendment to, among other things, extend the Agreement, provide for compensation during the extension terms of the Agreement, and update the Scope of Services and 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 Third Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise stated, amendments to the Agreement made pursuant to this Third 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 May 1, 2024, through April 30, 2025). The extension referenced in this section shall be separate and apart from (and shall not be deemed to reduce or subtract from) any supplemental 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 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 County's 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 of the election to extend at least thirty (30) days prior to the expiration of the then-current term. Any reference in this Agreement to "the term" of this Agreement shall be deemed to refer to the total aggregate term of this Agreement.**

5. A new Section 3.5 is added to the Agreement as follows (bold/underlining omitted):

3.5 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 may exercise the Additional Extension by providing written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

6. Section 4.1.3 of the Agreement is amended as follows:

4.1.3 Reimbursable costs authorized pursuant to Section 4.1.2 are in addition to compensation payments made to Contractor, and shall not exceed the amount of ~~Five Million and Thirty Eight Thousand Dollars ($5,038,000.00)~~ **Seven Million Three Hundred Forty-eight Thousand Eight Hundred Thirty-one and 15/100 Dollars ($7,348,831.15)** for the term of this Agreement.

7. New Sections 10.39, 10.40, 10.41, 10.42, 10.43, 10.44, 10.45, and 10.46 are added to the Agreement as follows (bold/underlining omitted):

10.39 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 of the Agreement 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 term will remain, in compliance with Section 286.101, Florida Statutes.

10.40 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.

10.41 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.

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

10.43 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.

10.44 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.

10.45 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 the Third 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 4.3 of the 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.

10.46 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Broward County Code of Ordinances ("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.

8. Section 1 of **Exhibit A** is amended as follows:

...

Contractor shall have the staffing and expertise needed to dispatch multiple Taxicab companies at FLL from the Holding Lot(s) to GTAs **and any other areas designated by the Aviation Department,** at all ~~four~~ terminals for the immediate loading of passengers.

...

Contractor shall staff the Taxicab/commercial vehicle staging lot(s), GTAs, ~~and~~ designated Passenger Loading Areas**, and any other areas designated by the Aviation Department,** at each terminal. ~~FLL's~~ **Taxicab/commercial vehicle** staging lot(s), ~~p~~**P**assenger ~~l~~**L**oading ~~a~~**A**reas, ~~and~~ GTAs**, and any other areas designated by the Aviation Department,** may be relocated, modified, eliminated, or increased at County's sole discretion, and Contractor shall comply with any such relocation, modification, elimination**,** or increase.

...

9. Section 3.C.ii. of **Exhibit A** is amended as follows:

ii. Any lease must expire at the end of the ~~Initial~~ term **of the Agreement,** unless otherwise authorized in writing by the Director of Aviation.

10. Section 8.20 of **Exhibit A** is amened as follows:

8.20 Ground Transportation Information Booth (Baggage Claim Areas). Contractor shall staff a customer service ground transportation information booth ("Booth") in each of the baggage claim areas of the Airport to provide information to passengers arriving into Airport concerning their ground transportation choices including Taxicabs, on-demand shared ride and limousine, public transportation (County Bus and Tri-Rail Services) and other authorized ground transportation services. Contractor shall staff the Booths in the baggage claim area of all ~~four~~ terminals for the purpose of disseminating unbiased ground transportation information to the traveling public, assist passengers with obtaining ground transportation services at FLL, greet pre-arranged ground transportation operators and passengers, perform operator credential checks, and provide other airport information to passengers, as directed.

...

11. **Exhibit B-2** of the Agreement is hereby deleted in its entirety and replaced and superseded with **Exhibit B-3** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit B-2** shall be deemed to refer to **Exhibit B-3**. As of the effective date of this Third Amendment, the rates set forth in **Exhibit B-3** shall apply for purposes of calculating Contractor's compensation for performing the Services and any reference in the Agreement to "Fully Burdened Hourly Rates" or "Adjusted Fully Burdened Hourly Rates" shall be deemed to refer to the rates described and depicted on **Exhibit B-3**.

12. 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.

13. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third 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 Third 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.

14. Preparation of this Third 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.

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

16. The effective date of this Third Amendment shall be the date that this Third Amendment is fully executed by the Parties.

17. This Third 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.

18. Each individual executing this Third Amendment represents and warrants that they are, on the date they sign this Third Amendment, duly authorized by all necessary and appropriate action to execute this Third Amendment on behalf of such party and do so with full legal authority.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 _____, 2024, and SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

By: _____
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 _____, 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

Yesenia Alfonso Digitally signed by Yesenia Alfonso Date: 2024.03.20 13:21:14 -04'00'
By_____
Yesenia Alfonso (Date)
Assistant County Attorney

Israel Fajardo Digitally signed by Israel Fajardo Date: 2024.03.20 14:45:27 -04'00'
By_____
Israel Fajardo (Date)
Assistant County Attorney

YA/ch
SP Plus GT 3rd Amendment
03/11/2024
1089206.1

THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-01)

CONTRACTOR

SP PLUS CURBSIDE MANAGEMENT
JOINT VENTURE

SP PLUS CORPORATION

By: Ritu Vig
Ritu Vig (Mar 18, 2024 14:36 CDT)
Authorized Signer

Ritu Vig, President, Aviation Division
Print Name and Title

14th day of March, 20 24

B&L SERVICE, INC.

By: Clark J. Davis
Clark J. Davis (Mar 19, 2024 11:59 EDT)
Authorized Signer

Clark J. Davis, President
Print Name and Title

14th day of March, 20 24

EXHIBIT B-3 – ADJUSTED FULLY BURDENED HOURLY RATES

Position/Title	01/01/2023-04/30/2024	Contract Year 6 (05/01/2024-04/30/2025)	Contract Year 7 (05/01/2025-04/30/2026) (if extended pursuant to Section 3.3)
Project Manager	$96.63	$96.63	$96.63
Admin/Payroll HR	$38.76	$38.76	$38.76
Admin - Clerk	$38.76	$38.76	$38.76
Shift Supervisor	$33.43	$33.43	$33.43
Shift Supervisor 2nd Shift	$33.43	$33.43	$33.43
Shift Supervisor 3rd Shift	$33.43	$33.43	$33.43
Taxi Starter	$28.36	$28.36	$28.36
Taxi Starter 2nd Shift	$28.36	$28.36	$28.36
Taxi Starter 3rd Shift	$28.36	$28.36	$28.36
Commercial Vehicle Lane	$28.36	$28.36	$28.36
Commercial Vehicle Lane 2nd Shift	$28.36	$28.36	$28.36
Commercial Vehicle Lane 3rd Shift	$28.36	$28.36	$28.36
Lot Dispatcher	$28.36	$28.36	$28.36
Lot Dispatcher 2nd Shift	$28.36	$28.36	$28.36
Lot Dispatcher 3rd Shift	$28.36	$28.36	$28.36
Lot Assistant	$28.36	$28.36	$28.36
Lot Assistant 2nd Shift	$28.36	$28.36	$28.36
Lot Assistant 3rd Shift	$28.36	$28.36	$28.36
Assistant General Manager	$61.77	$61.77	$61.77
Maintenance	$28.36	$28.36	$28.36
Information Booth Attendant	$28.36	$28.36	$28.36
Information Booth Supervisor	$33.48	$33.48	$33.48
Shift Manager	$40.26	$40.26	$40.26
Additional Staffing	$41.03	$41.03	$41.03
Total Maximum-Not-to-Exceed Amounts	**$6,863,595.52**	**$5,147,696.64***	**$5,147,696.64***

*These amounts may be adjusted pursuant to Section 4.2 of the Agreement.

Third Amendment for Fort Lauderdale-Hollywood Intl Airport

Final Audit Report 2024-03-19

Created:	2024-03-18
By:	Mary Lacroix (mlacroix@spplus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvYHtt1GZxurlp0AsPHSxUAsD_2cuBdBV

"Third Amendment for Fort Lauderdale-Hollywood Intl Airport" History

Document created by Mary Lacroix (mlacroix@spplus.com)
2024-03-18 - 7:01:40 PM GMT- IP address: 54.227.2.113

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2024-03-18 - 7:11:23 PM GMT- IP address: 74.125.215.224

Signer rvig@spplus.com entered name at signing as Ritu Vig
2024-03-18 - 7:36:23 PM GMT- IP address: 54.197.1.38

Document e-signed by Ritu Vig (rvig@spplus.com)
Signature Date: 2024-03-18 - 7:36:25 PM GMT - Time Source: server- IP address: 54.197.1.38

Document emailed to jdavis@blserviceinc.com for signature
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2024-03-19 - 9:26:47 AM GMT- IP address: 76.153.229.250

Signer jdavis@blserviceinc.com entered name at signing as Clark J. Davis
2024-03-19 - 3:59:37 PM GMT- IP address: 12.119.101.234

Document e-signed by Clark J. Davis (jdavis@blserviceinc.com)
Signature Date: 2024-03-19 - 3:59:39 PM GMT - Time Source: server- IP address: 12.119.101.234

Agreement completed.
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