

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND SP PLUS LLC FOR PARKING MANAGEMENT SERVICES FOR PORT
EVERGLADES (RFP# PNC2116816P1)**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus LLC, a Delaware limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County and SP Plus Corporation entered into the Agreement for Parking Management Services for Port Everglades, dated October 5, 2020 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated August 15, 2024, which, among other things, provided not-to-exceed amounts for the Extension Terms, memorialized the addition of Parking Lot A to the list of Parking Facilities, increased the not-to-exceed amounts based on the addition of Parking Lot A, updated the names of the Parking Facilities, and updated the location of the Parking Management Office. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Agreement has an Initial Term of November 1, 2020, through October 31, 2023, with two one-year Extension Terms, both of which were timely and properly exercised. The Agreement is currently scheduled to expire on October 31, 2025.

D. SP Plus Corporation changed its name to SP Plus LLC.

E. The Parties now desire to further amend the Agreement to add twelve (12) additional one-month extension terms and increase the not-to-exceed amounts accordingly, update the contract staffing rate for non-revenue related tasks, and allow flexibility for further changes to the contract staffing rates.

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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and 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 shall be automatically extended on a month-to-month basis from November 1, 2025, through October 31, 2026 ("Month-to-Month Extensions"), unless earlier terminated by the Purchasing Director by providing Contractor with written notice of

County's intent not to further extend the Agreement. If the Purchasing Director provides Contractor with written notice of intent not to further extend the Agreement, the Agreement shall terminate thirty (30) calendar days following the date of such notice, unless otherwise agreed to in writing by the Parties with County acting through its Purchasing Director.

4. Section 5.1 of the Agreement is amended as follows (original underlining omitted):

5.1 Maximum Amounts. Contractor shall invoice County, and County shall pay Contractor, for Services provided under the Agreement only in accordance with Exhibit B (Payment Schedule), up to the maximum amounts as follows:

Total Fees/Expenses	Not-To-Exceed Amount
Management Fee, Initial Term and Extensions (if exercised) , <u>Extension Terms, and Month-to-Month Extensions</u>	\$390,850.19 <u>\$482,306.19</u>
Reimbursable Expenses, Initial Term and Extensions (if exercised) , <u>Extension Terms, and Month-to-Month Extensions</u>	\$9,147,522.56 <u>\$12,050,760.79</u>
TOTAL NOT TO EXCEED	\$9,538,372.75 <u>\$12,533,066.98</u>

...

5. Section 10.1 of the Agreement is deleted in its entirety and replaced with the following (strikethroughs and underlining omitted):

10.1 Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. "Applicable Law" means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

6. New Sections 11.36 and 11.37 are added to the Agreement as follows (underlining omitted):

11.36. Emergency Response. If this Agreement is for goods or services related to emergency response for a natural emergency, then in the event of any breach of this Agreement by Contractor during an emergency recovery period, Contractor must pay County a \$5,000 penalty plus damages, which shall be actual and consequential or, if specified in the Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

11.37 Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

7. Exhibit B, Section 1 of the Agreement is amended as follows (original underlining omitted):

1. Management Fee:

1.1 Commencing on the Commencement Date, for the management and operation of the Parking Facilities, County shall pay Contractor an annual dollar amount ("Annual Management Fee"), payable in arrears in twelve (12) equal monthly payments; provided, however, the monthly payments of the Annual Management Fee for Agreement Year 4 shall increase on December 1, 2023, as set forth below, to reflect the addition of Parking Lot A. For purposes of this Agreement, "Agreement Year" means the twelve (12) month period beginning on the Commencement Date and ending twelve (12) months thereafter ("Agreement Year 1"), and each twelve (12) month period thereafter until the date this Agreement expires or terminates. The Annual Management Fee shall be as follows:

Agreement Year	Annual Management Fee	Monthly Payment	Per Space*
Agreement Year 1	\$70,384.00	\$5,865.33	\$14.70
Agreement Year 2	\$70,384.00	\$5,865.33	\$14.70
Agreement Year 3	\$72,495.52	\$6,041.29	\$15.14

Agreement Year	Annual Management Fee	Monthly Payment	Per Space*
Agreement Year 4 (November 2023)	\$85,552.66	\$6,222.53	\$15.60
Agreement Year 4 (December 2023 – October 2024)		\$7,211.83	
<u>Agreement Year 5</u>	<u>\$88,792.05</u>	<u>\$7,399.34</u>	<u>\$16.01</u>
<u>Agreement Year 6, inclusive of Month-to-Month Extensions</u>	<u>\$91,455.81**</u>	<u>\$7,621.31**</u>	<u>\$16.49</u>
Agreement Year 5	To be determined based on Section 1.2 of Exhibit B.		

*The “Per Space” column is added for purposes of calculating any necessary change to the Annual Management Fee resulting from a change in the amount of parking spaces in accordance with the terms and conditions of the Agreement.

**Notwithstanding the foregoing, because of the month-to-month nature of the Month-to-Month Extensions included in Agreement Year 6, the monthly payments for Agreement Year 6 shall cease upon the expiration or earlier termination of this Agreement, the last monthly payment in Agreement Year 6 shall be prorated if this Agreement terminates on a day other than the final day of a month, and the Annual Management Fee shall be prorated if this Agreement terminates before the expiration of Agreement Year 6.

The Annual Management Fee shall be for the following:

...

1.2 Adjustment to the Annual Management Fee.

...

~~1.2.2 Notwithstanding the above, for any subsequent Agreement Year, Contractor may request a price adjustment to the Annual Management Fee. This request must be in writing and submitted to the Contract Administrator sixty (60) days prior to the renewal date, accompanied by documentation to substantiate the need for the price increase. The~~

~~Contract Administrator, in its sole discretion, will determine if the requested adjustment is in the best interest of the County, based upon current market conditions and information regarding similar services in the area. Written notification will be sent to the Contractor by the Contract Administrator of the decision to accept or decline the price increase.~~

~~1.2.3 Any price adjustment requested by Contractor pursuant to above section 1.2.2 will be limited to the lesser of the change in cost of living or three percent (3%). The increase or decrease in the cost of living will be based on the Consumer Price Index ("CPI") and will be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, multiplied by one hundred (100). The CPI current period means the most recently published monthly index prior to contract anniversary. The CPI previous period means for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor table for Consumer Price Index — All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100. If there is no change in the CPI, there will not be an increase or decrease in the Annual Management Fee. Should the Bureau of Labor Statistics cease publishing the above-described index, then such other index as may be published by the United States Department of Labor that most nearly approximates the discontinued index will be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an index approximating the index contemplated, then such index as may be published by another United States governmental agency that most nearly approximates the index first referenced above will govern and be substituted as the index to be used. Any changes to the Annual Management Fee shall be set forth in writing by the Contract Administrator as set forth in 1.2.2.~~

~~1.2.4~~ 1.2.2 Any addition or removal of parking spaces will reduce or increase the Annual Management Fee based upon the number of parking spaces added or removed, times the per-space fee. . . .

~~1.2.5~~ 1.2.3 Unforeseen conditions may arise that will temporarily supersede the above calculated Annual Management Fee. . . .

8. Exhibit B, Section 2 of the Agreement is amended as follows (original underlining omitted):

2. Reimbursable Expenses:

2.1 In addition to the Annual Management Fee, County shall pay Contractor for Reimbursable Expenses incurred after the Commencement Date and before the expiration or earlier termination of this Agreement that have been approved in advance and in writing by the Contract Administrator, that have been substantiated by invoices, proof of payment, and any other documentation required by the Contract Administrator, and that are not otherwise prohibited by this Agreement. "Reimbursable Expenses" are limited to the following:

...

2.1.6 Contract cleaning for providing custodial services in the Parking Facilities, based on the actual hours of services provided at the agreed upon rate of Twenty-four and 20/100 Dollars (\$24.20) per hour for Agreement Year 1; Twenty-four and 75/100 Dollars (\$24.75) per hour for Agreement Year 2; Twenty-five and 30/100 Dollars (\$25.30) per hour for Agreement Year 3; Twenty-five and 85/100 Dollars (\$25.85) per hour for Agreement Year 4; and Twenty-six and 40/100 Dollars (\$26.40) per hour for Agreement Year 5 and Agreement Year 6; which amounts are inclusive of all equipment and supplies; The rates in this paragraph can be modified by written letter agreement of the Parties, with County acting through its Port Director.

2.1.7 Contract staffing for auditors based on the actual hours of services provided at the agreed upon rate of Twenty-five and 76/100 Dollars (\$25.76) per hour for Agreement Year 1; Twenty-six and 36/100 Dollars (\$26.36) per hour for Agreement Year 2; Twenty-six and 96/100 Dollars (\$26.96) per hour for Agreement Year 3; Twenty-seven and 56/100 Dollars (\$27.56) per hour for Agreement Year 4; and Twenty-eight and 16/100 Dollars (\$28.16) per hour for Agreement Year 5 and Agreement Year 6. The rates in this paragraph can be modified by written letter agreement of the Parties, with County acting through its Port Director.

2.1.7.1 Contract staffing for non-revenue related task subject to the advanced written approval of Contract Administrator, based on the actual hours of services provided at the agreed upon rate of Twenty-one and 76/100 Dollars (\$21.76) per hour for Agreement Year 1; Twenty-two and 26/100 Dollars (\$22.26) per hour for Agreement Year 2; Twenty-two and 76/100 Dollars (\$22.76) per hour for Agreement Year 3; Twenty-three and 26/100 Dollars (\$23.26) per hour for Agreement Year 4; and ~~Twenty-three and 76/100 Dollars (\$23.76)~~ Twenty-seven and 32/100 (\$27.32) per hour for Agreement Year 5 and Agreement Year 6. The rates in this paragraph can be modified by written letter agreement of the Parties, with County acting through its Port Director. Contractor

shall provide updated invoices to County for any Services provided by Contractor to County pursuant to this Section 2.1.7.1 between the commencement of Agreement Year 5 and the date the Second Amendment to the Agreement is executed by the Parties, reflecting the increased rate, which shall be paid by County as provided in Section 4.1.4.

...

9. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

10. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

11. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by 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 hereof that are not contained in the Agreement as amended in this 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.

12. Preparation of this 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.

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

14. The effective date of this Amendment shall be retroactive to November 1, 2024.

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

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 20__; and SP Plus LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
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 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

CRC/dh
SP Plus Second Amendment 8-26-25 - Final
9/8/2025
#80040-2026

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CONTRACTOR

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____