

**TEMPORARY CONCESSION SERVICES AGREEMENT**

THIS TEMPORARY CONCESSION SERVICES AGREEMENT (AGREEMENT), entered into this 19<sup>th</sup> day of June, 2015, between the PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS (Board), a political subdivision of the State of Florida, hereinafter referred to as the "County," and REPUBLIC PARKING SYSTEM, INC., a Tennessee corporation qualified to do business in the State of Florida, hereinafter referred to as the "Concessionaire."

**WITNESSETH:**

WHEREAS, the County and Concessionaire entered into a Concession Services Agreement on June 24, 2014 (hereinafter, the "CSA"); and

WHEREAS, per the existing CSA, Concessionaire provides certain public parking and shuttle bus service for St. Pete-Clearwater International Airport (Airport) customers; and

WHEREAS, due to unanticipated needs, an additional Remote Lot and Overflow Remote Parking Lot, will require the Concessionaire to incur unexpected expenses for additional labor costs to staff new toll plazas and expand shuttle bus services; and

WHEREAS, as a result of the aforementioned impacts to Concessionaire, Airport is in the process of negotiating an Amendment to the existing CSA to accommodate same; and

WHEREAS, this separate, mutually agreed upon, Temporary Concession Services Agreement is necessary to provide both the Airport and the Concessionaire the mechanism to temporarily meet current needs only until such time as their existing CSA is renegotiated and in effect; and

WHEREAS, Concessionaire and County agree that all other terms of their existing CSA still apply unless specifically addressed herein; and

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, the parties hereby agree as follows:

1. All the "WHEREAS" clauses above are incorporated as part of this Agreement.
2. **Term**: This Agreement shall be for a term not to exceed twenty-eight (28) weeks upon execution by both parties.
3. **Payment**:
  - a) Concessionaire shall invoice the County on a monthly basis the actual rental costs associated with the rental of one (1) shuttle van, as necessary to provide adequate shuttle bus services in compliance with the existing CSA, in an amount not to exceed \$1,500.00 per week, a total amount not to exceed \$42,000.00 for the term of the Agreement. The County shall reimburse same in accordance with the Florida Prompt Payment Act.
  - b) County agrees to pay \$18.00 per hour for shuttle bus driver services actually rendered hereunder, which shall be deducted from the Concessionaire's monthly Percentage Concession Fee payment to the Airport pursuant to Article 4.2 contained in the existing CSA in an amount not to exceed \$70,560.00 for the term of the Agreement.
  - c) For the term of the Agreement, Concessionaire agrees to cover the first \$10,000.00 in additional expenses, including but not limited to labor and related costs, insurance, and up to \$2,000.00 in equipment in order to operate the new toll plazas for the additional Remote and Overflow Remote Parking Lots which includes an hourly staffing rate of \$10.00 per hour. The County agrees to pay an hourly rate of \$10.00 per hour beyond the first \$10,000.00 for expenses to staff

the toll plaza, which shall be deducted from the Concessionaire's monthly Percentage Concession Fee payment to the Airport pursuant to Article 4.2 contained in the existing CSA in an amount not to exceed \$39,200.00 for the term of the Agreement.

- d) For the term of the Agreement, all costs associated with shuttle bus rentals, shuttle bus drivers, and staffing of additional Remote and Overflow Parking Lots shall not exceed \$151,760.00.
  - e) Within fourteen (14) days of termination of this Agreement, Concessionaire shall invoice the County for any unpaid services provided prior to the termination of the Agreement which the County shall pay in accordance with the Florida Prompt Payment Act.
4. Concessionaire shall provide an updated Proof of Insurance for the shuttle van rented pursuant to this Agreement, with coverage as required in Exhibit C of the existing CSA.
  5. All other terms of the existing June 24, 2014 Concession Services Agreement with the County shall apply to this Agreement and remain in full effect.
  6. This Agreement and any obligations hereunder, shall terminate automatically upon either the execution by the County and Concessionaire of a renegotiated CSA governing the provision of concession services, or twenty-eight (28) weeks from the date of execution from both parties.


**COUNTY:**  
**PINELLAS COUNTY, FLORIDA**  
by and through its Board of County  
Commissioners

By:   
County Administrator

**ATTEST:**

By: 

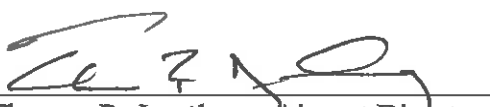
**CONCESSIONAIRE:**  
**REPUBLIC PARKING SYSTEM, INC.**

By:   
Its: Executive Vice President

**APPROVED AS TO FORM:**

By:   
Managing Assistant County Attorney

**APPROVED AS TO CONTENT:**  
**OFFICE OF THE AIRPORT DIRECTOR**

By:   
Thomas R. Jewsbury, Airport Director