

**FIRST AMENDMENT TO CONCESSION SERVICES AGREEMENT
FOR PAID PUBLIC PARKING & SHUTTLE BUS SERVICE AT
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT**

This First Amendment made and entered into this 20th day of NOVEMBER, 2015, by and between the Pinellas County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "Board" and Republic Parking System, Inc., a Tennessee corporation, qualified to do business in the State of Florida, hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, the Board and the Concessionaire entered into a Concession Services Agreement (CSA) on June 24, 2014, pursuant to Pinellas County Contract No.134-0063-P, to which the Concessionaire agreed to provide concession services for Paid Public Parking & Shuttle Bus Service at St. Pete-Clearwater International Airport (Airport); and

WHEREAS, due to unprecedented passenger growth and the demand for additional parking, the Airport has increased vehicular parking by expanding existing paid parking lots and constructing new remote and remote overflow parking lots; and

WHEREAS, the assigned area to the Concessionaire, as provided in ARTICLE 2 of the CSA, to operate paid public parking has significantly increased by approximately 1,000 additional parking stalls; and

WHEREAS, the increased demand for vehicular parking has also increased the demand for passenger shuttle bus transportation to and from the remote and remote overflow parking lots to the terminal; and

WHEREAS, the increased passenger demand for shuttle bus transportation now exceeds the capacity and frequency that the Concessionaire can provide using two (2) shuttle buses as provided in ARTICLE 12.2(C) of the CSA, now requires the need for a third passenger shuttle bus; and

WHEREAS, in consideration for Concessionaire's commitment to purchase a third passenger shuttle bus and the need to amortize that investment, the Board and the Concessionaire now wish to modify the original CSA in order to exercise the five-year (5) renewal option period provided in ARTICLE 3.2 of the CSA; and

WHEREAS, the Concessionaire will be paid by Airport an hourly fee on a sliding scale per passenger shuttle bus, inclusive of shuttle bus driver services, for each hour a shuttle bus is required to operate, as identified in ARTICLE 25.5 of the original CSA; and

WHEREAS, the Airport anticipates that the demand for additional parking within the next three to five years, as well as the need to reconfigure the terminal roadway circulation and parking lot layout, will facilitate the need to relocate airport employee parking south of Roosevelt Boulevard necessitating the need to provide transportation to and from the employee parking lot via employee shuttle bus transportation, independent from passenger shuttle bus transportation; and

WHEREAS, the Concessionaire may provide separate shuttle bus service for employees if and when requested by the Airport Director. Concessionaire may utilize retired shuttle buses [over five (5) years old, as identified in 25.3,(A) of the original CSA] for the purpose of transporting employees to and from the employee parking lot during the extended term of the agreement, if and when the employee parking lot is relocated; and

WHEREAS, the Concessionaire will be paid by Airport an hourly fee per employee shuttle bus, inclusive of shuttle bus driver services, for each hour a shuttle bus is required to operate. Concessionaire will provide the necessary shuttle buses (up to three); inclusive of operator, for each hour a shuttle bus is required to operate; and

WHEREAS, future paid parking lot modifications and continued demand for remote and overflow remote parking may necessitate the installation of new permanent revenue control equipment for surface parking areas that currently utilize handheld revenue control equipment; and

WHEREAS, the Concessionaire shall provide additional parking revenue control equipment as needed upon the request of the Airport Director. The Concessionaire and Airport shall negotiate a shared cost of the revenue control equipment and installation. Concessionaire will be allowed to deduct the Airport's share of the cost from rental payments to the Board; and

WHEREAS, the Concessionaire has the ability to rent passenger vans to meet unknown future needs, if and when requested by the Airport Director; and will be reimbursed for rental costs; and

WHEREAS, the Airport may be interested in offering future valet parking service to provide a higher level of convenience and customer service to parking patrons. Valet service will allow convenient terminal curbside drop-off and pick-up of patron's vehicles. The Concessionaire will provide valet services that were not identified in the original CSA, if and when requested by the Airport Director.

NOW THEREFORE, the parties agree that the original CSA is amended as follows:

1. Concessionaire will purchase a third passenger shuttle bus vehicle in return for the Board to exercise the five-year (5) renewal option period provided in ARTICLE 3.2 of the original CSA. The new term of the CSA will extend through June 30, 2024.

2. The Concessionaire will be paid by Airport an hourly fee on a sliding scale per passenger shuttle bus, inclusive of shuttle bus driver services, for each hour a shuttle bus is required to operate as identified in ARTICLE 25.5 of the original CSA.

Commencing on July 1, 2019, following the end of the first term of the original CSA, June 30, 2019, through second term of the five (5) year renewal option period, July 30, 2024, the annual sliding scale for the hourly rate for passenger shuttle bus service will adjust as follows:

0–800 hours per year billed at \$27/hour
800–1200 hours per year billed at \$25/hour
Over 1200 hours per year billed at \$23/hour

3. During the extended term of the amended CSA, Concessionaire will provide employee shuttle service using retired shuttle buses, for the purpose of transporting employees to and from the employee tenant parking lot, if and when requested by the Airport Director.

4. The Concessionaire will be paid by Airport an hourly fee per employee shuttle bus, inclusive of shuttle bus driver services, for each hour a shuttle bus is required to operate. The Board agrees to pay \$18.25 per hour for employee shuttle bus services, per employee shuttle bus, which shall be deducted from the Concessionaire's monthly Percentage Concession Fee payment to the Airport pursuant to ARTICLE 4.2 contained in the original CSA. The employee shuttle bus hourly fee will increase by the CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS, ALL ITEMS (1982-84=100) issued by the United States Bureau of Labor. In no event, however, shall the hourly rate for any year during the term be decreased from the current annual hourly rate by the foregoing computation. If publication of the Consumer Price Index is discontinued, the most nearly comparable successor index shall be used. The percentage of any increase is subject to a minimum of 2% and a maximum of 4% per year.

5. In the event the Concessionaire rents a passenger van, at the request of the Airport Director, the Concessionaire shall invoice the Board for actual rental costs. The Board shall reimburse same in accordance with the Florida Prompt Payment Act.

6. In the event that additional Revenue Control Equipment is needed to support the future reconfiguration of the parking lots, the Concessionaire will provide the Airport Director the price estimates for his/her approval. The Concessionaire and PIE shall negotiate a shared cost of the revenue control equipment and installation. The Airport's share of cost associated with equipment and installation shall be deducted from monthly rental payments. Upon written approval from the Airport Director, Concessionaire will acquire and install the approved equipment.

7. Upon the direction of the Airport Director, Concessionaire and Board can enter into negotiations for mutually agreeable terms to provide additional ancillary services, included in the original and amended CSA, in addition to valet parking, curbside patrols, geo-fence technology, and taxi starter management.

8. Minimum wage and governmental adjustments is recognized by both parties hereto that there may be future increases in the local, state and/or federal minimum wage above the current wage above the current established escalator, and in such event the Concessionaire herein shall, with 90 days notice to the Board, have the option to elect to terminate this contract.

If Concessionaire determines it necessary to enact the 90-day notice cancellation, the Board agrees to pay Concessionaire for any of its unamortized investments in shuttle bus vehicles and/or equipment. Concessionaire and the Board further agree that in the event of a cancellation, Concessionaire shall, before receiving payment as set forth herein, turn over and transfer title of the shuttle vans and/or equipment as may be applicable. Concessionaire will provide the Board with the actual cost of the investments, the remaining unamortized value and any other available documentation to establish the amount owed. The Board will pay Concessionaire within 90 days of receipt of required information outlining the existing balance of the unamortized investment.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the CSA as of the day and year first above written.

ATTEST:

KEN BURKE,
CLERK OF THE CIRCUIT COURT

By: *Norman D. Feay*
Deputy Clerk



COUNTY:

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

By: *John Mousni*
Chairman

CONCESSIONAIRE:
REPUBLIC PARKING SYSTEM, INC.

By: *Ch. J. H. [Signature]*

Its: *Executive Vice President*

APPROVED AS TO FORM:

By: *M Zas*
Michael Zas
Managing Assistant County Attorney

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

By: *[Signature]*
Thomas R. Jewsbury
Airport Director