

SECOND AMENDMENT
TO
PARKING LOT MANAGEMENT AGREEMENT

BETWEEN

CITY OF FRESNO, CALIFORNIA
(A Municipal corporation)

and

SP PLUS CORPORATION
(A Delaware Corporation)

SECOND AMENDMENT TO AGREEMENT

This **SECOND AMENDMENT TO THE PARKING MANAGEMENT SERVICES AGREEMENT** (Amendment) is made and entered into as of the 31st day of August 2018, by and between the City of Fresno California, a municipal corporation (City), and SP Plus Corporation, a Delaware corporation duly admitted in good standing to do business in California (Contractor).

RECITALS

WHEREAS, City owns and operates the Fresno Yosemite International Airport, a public airport (Airport), located in the City of Fresno, California; and

WHEREAS, City provides automobile parking facilities in the vicinity of the Airlines Passenger Terminal Building at the Airport (Terminal) for use by the public and employees; and

WHEREAS, Contractor and City (each a Party; collectively the Parties) have heretofore entered into a Parking Lot Management Services Agreement on February 26, 2014, and entered into a First Amendment to The Parking Management Services Agreement on December 1, 2015 (Agreement); and

WHEREAS, the parties desire to extend and amend the Agreement upon the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Article II shall be deleted in full and replaced with the following:

ARTICLE II: FACILITIES TO BE MANAGED AND OPERATED

- 2.01 The automobile parking facilities to be managed and operated by Contractor consist of the following, including eight (8) entry lanes, each with a ticket dispenser, and one (1) Toll Plaza with four (4) exit booths, and four (4) independent exit lanes for a total of eight (8) exits, which hereinafter shall be referred to collectively as the Airport Parking Facilities or as the Parking Facilities:

- A. Public Parking Lot.

The public parking lot is located generally south of the Terminal, as shown on Exhibit A-1, attached hereto and incorporated by reference herein. At the time of execution of this Agreement, said lot has parking capacity for approximately two hundred eighty three (283) vehicles in the Short Term parking area and approximately two thousand five hundred forty nine (2,549) vehicles in the Long Term parking area.

B. Employee Parking Lot.

The employee parking lot is located generally south of the Terminal, as shown on Exhibit A-1. At the time of execution of this Agreement, this lot has capacity for approximately three hundred twenty one (321) vehicles.

C. Handicapped Parking.

Within the Short Term, Long Term, and Employee Parking, there are fifty four (54) handicapped parking spots shown on Exhibit A-1. The spots are located in the short-term parking lot and employee parking lot.

D. Cell Phone Waiting Lot.

The cell phone waiting lot is located generally south of the Terminal, as shown on Exhibit A-1. At the time of execution of this Agreement, this lot has capacity for approximately one hundred (100) vehicles.

E. Future Parking Facilities.

City shall have the right, at any time during the term of this Agreement, including any extensions thereto, to improve, expand, replace, or modify any or all of the Airport Parking Facilities, and/or any equipment or appurtenances thereto. City reserves the right to construct additional parking facilities to serve the Terminal. Upon thirty (30) days' written notification by the Director of Aviation (Director) to Contractor, any such modified, expanded, or additional parking facilities shall be included within the Airport Parking Facilities and shall be subject to this Agreement. However, in the event of a change in the total number of parking spaces subject to this Agreement of ten percent (10%) or more, any such change shall be subject to negotiation of a Supplement to this Agreement detailing an equitable adjustment to Contractor's Base Management Fee.

F. Taxicab Queuing Lanes and other related airport landside services.

City may require Contractor to manage the taxicab queues and other related landside services at the Airport during the term of this Agreement, subject to negotiation of a Supplement to this Agreement detailing the terms and conditions of such arrangement.

2. Article V, Section 5.02 is hereby amended by deleting subsections 5.02(A)(2) and 5.02(A)(3) in their entirety and replacing it with the following:

2. Actual cost of Worker's Compensation insurance limited to the following percentages of individual wages and salaries' by employee category:

Management	12.0%	Cashiers	12.0%
Maintenance	12.0%	Traffic Directors	12.0%
Clerical	12.0%		

Rates are not to be increased during the term of the Agreement but shall be decreased in the event the statutory or regulatory base rates change. Worker's Compensation insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required.

This section 5.02(A)(2) is subject to annual review and proof of actual costs beyond rates and adjustments stated above.

3. Actual Federal and State Unemployment taxes limited to the following percentages of individual wages and salaries' by employee category:

Management	6.0%	Cashiers	6.0%
Maintenance	6.0%	Traffic Directors	6.0%
Clerical	6.0%		

In the event the statutory or regulatory base rate is increased during the term of this Agreement, the same percentage of increase shall be applied to the limits above by category. Unemployment insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required.

This section 5.02(A)(3) is subject to annual review upon Contractor's request and proof of actual costs beyond rates and adjustments stated above.

3. Article VII, Section 7.01(A) is hereby amended by inserting the following:

In full consideration of Contractor's faithful performance of all its obligations under this Agreement, City shall pay to Contractor a management fee consisting of a Base Management Fee in each Operating Year during the Extended Term in the amount of:

\$82,198 in the sixth Operating Year, and
\$84,664 in the seventh Operating Year, and
\$87,204 in the eighth Operating Year, and
\$89,820 in the ninth Operating Year, and
\$92,515 in the tenth Operating Year, and

The Base Management Fee shall thereafter increase by three percent (3%) during each Operating Year of any Option Period, if this Agreement is so extended.

4. Article XVII shall be deleted in full and replaced with the following:

17.01 Term.

The initial term of this Agreement was for a period of three (3) years, beginning April 1, 2014, and ending March 31, 2017, and was extended through March 31, 2019, in accordance with City's exercise of two one-year renewal options.

The term of this Agreement is hereby extended for an additional period of five (5) years, beginning April 1, 2019, and ending March 31, 2024 (Extended Term), unless sooner terminated as provided for in the Agreement.

17.02 Options to Extend Term.

City hereby specifically reserves to itself, and Contractor hereby grants to City the option to extend the term of this Agreement for up to two (2) additional and consecutive five (5) -year renewal terms (each an Option Period), upon the terms and conditions herein, exercisable solely at the discretion of the City.

- A. City's exercise of each of these options, or City's failure to exercise same, shall not require any justification, written or otherwise.
- B. City must provide written notice to Contractor of City's intention to exercise City's option at least ninety (90) days prior to the then scheduled expiration of this Agreement.
- C. These options are null and void if the exercise of such is or becomes inconsistent with constitutional, legal, and/or local law requirements.

5. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

6. Except as amended herein, the Agreement shall be and remain in full force and effect.

[Signatures on following page]


IN WITNESS WHEREOF, the parties have executed this Second Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A Municipal Corporation

By: _____
Kevin R. Meikle
Director of Aviation

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By:  _____ 9/12/18
Brandon M. Collet Date
Senior Deputy City Attorney

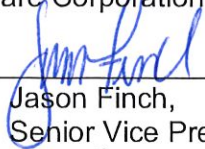
ATTEST:

Yvonne Spence, MMC CRM
City Clerk

By: _____
Deputy Date

Address for Notice:
City of Fresno
Airports Department
4995 E. Clinton Way
Fresno, CA 93727

SP PLUS CORPORATION,
A Delaware Corporation

By:  _____
Jason Finch,
Senior Vice President

By:  _____

Name: James C. Burdett
Assistant Secretary

Address for Notice:
SP Plus Corporation
200 East Randolph Street, Suite 7700
Chicago, IL 60601
Phone (312) 274-2000
Fax (312) 640-6162

Attachment:
Exhibit A-1 Map Airport Parking Facilities

EXHIBIT A-1

REV. NO.	DATE	DESCRIPTION

AIRPORTS DEPARTMENT
 FRESNO YOSEMITE INTERNATIONAL AIRPORT
 TERMINAL PARKING
 2019 ULTIMATE

DIRECTOR OF AVIATION
 KEVIN R. MEIKLE, ARCHITECT

APPROVED
 CONST. ENG. _____
 OFFICE ENG. _____
 CITY DESIGN ENG. _____

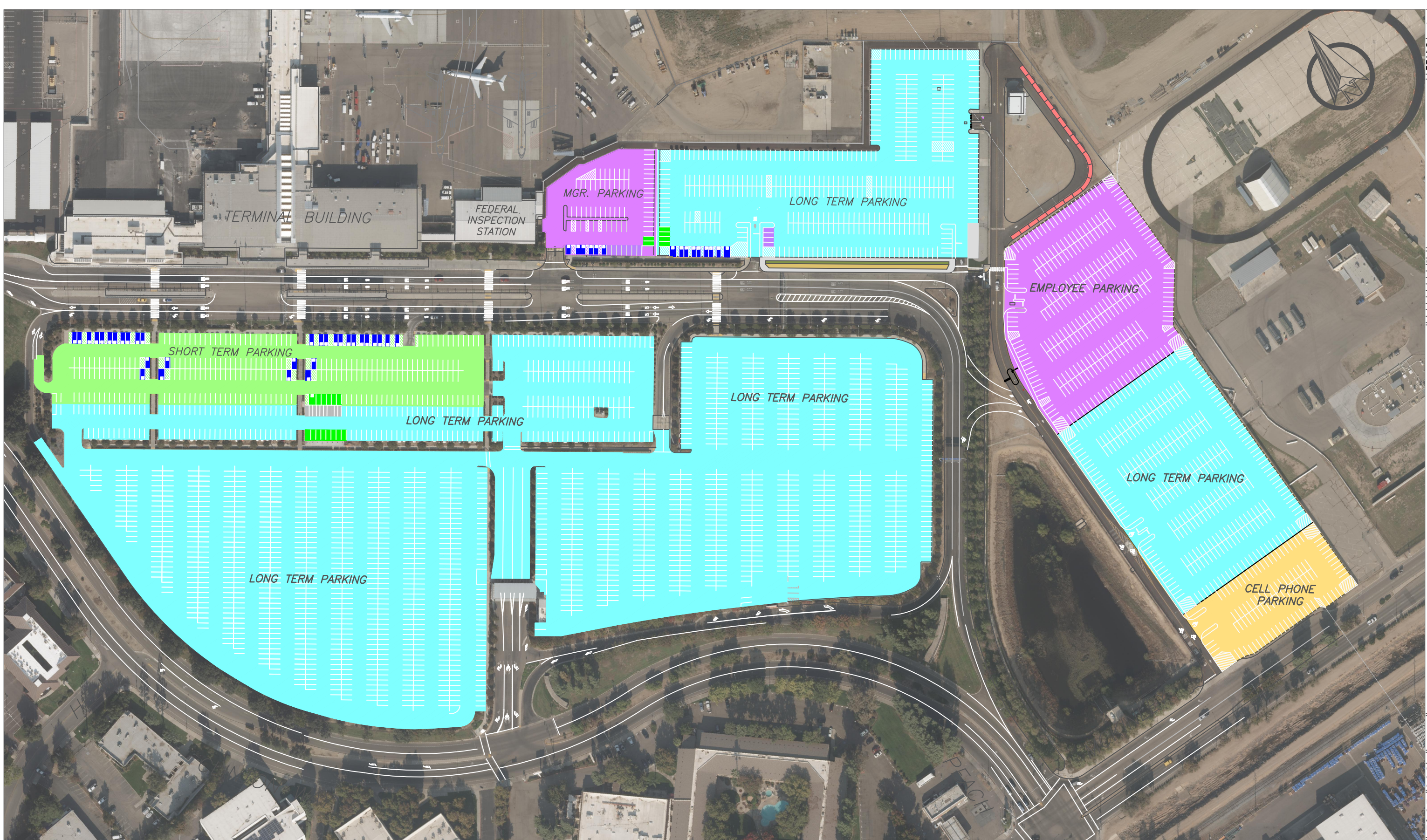
FUND # _____
 ORG # _____
 ACTIVITY _____
 PROJECT I.D. _____

DRAWN BY: _____
 CHECKED BY: _____
 DATE: 02/20/2018
 SCALE: N/A

FILE: _____
 CITY DRAWING NO. 25-AA-XXX

SHEET NO. 1

OF 1 SHEETS



LEGEND:

LONG TERM PARKING LOT (2632)
 (1879 STALLS EXISTING)

SHORT TERM PARKING LOT (283)
 (283 STALLS EXISTING)

EMPLOYEE & MANAGER PARKING LOT (359)
 (434 EMPLOYEE STALLS EXISTING)
 (73 MANAGER STALLS EXISTING)

CELLPHONE PARKING LOT (104)
 (47 STALLS EXISTING)

GROUND TRANSPORTATION (21 STALLS)
 (21 STALLS EXISTING)