

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO
PARKING FACILITIES AND SHUTTLE SERVICE
MANAGEMENT AGREEMENT

ABM AVIATION, INC. D/B/A ABM PARKING SERVICES

Board Date: February 2, 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
PARKING FACILITIES AND SHUTTLE SERVICE MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 1 to the Parking Facilities and Shuttle Service Management Agreement dated April 5, 2012, by and between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Authority), and ABM Aviation, Inc., d/b/a ABM Parking Services organized and existing under the laws of the State of Georgia and authorized to do business in the State of Florida (Company), is entered into this ____ day of February, 2017.

WITNESSETH:

WHEREAS, on April 5, 2012, Authority and Ampco Systems Parking, Inc. d/b/a Ampco AirPark entered into a Parking Facilities and Shuttle Service Management Agreement (Agreement); and

WHEREAS, Ampco Systems Parking, Inc. d/b/a Ampco AirPark has previously undergone a complete rebranding and changed its name to ABM Parking Services, Inc.; and

WHEREAS, ABM Parking Services, Inc. subsequently underwent a series of mergers, distributions, and contributions for the purpose of reorganization only, with the Agreement being assigned, without the knowledge or consent of Authority, to ABM Aviation, Inc. d/b/a ABM Parking Services; and

WHEREAS, Authority wishes to exercise one, one-year renewal option, thereby revising the end date of the Agreement to June 30, 2018; and

WHEREAS, Authority requires updates to Agreement language to include new and updated statutorily required and other language throughout; and

WHEREAS, the Agreement needs to be revised to update parking rates previously approved by the Authority Board; and

WHEREAS, Authority and Company desire to revise the Management and Maintenance Fees under the Agreement; and

WHEREAS, Company agrees to continue to operate and manage certain parking facilities and shuttle services at Tampa International Airport (Airport) in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Pursuant to this Amendment No. 1, all references in the Agreement to “Company” or “Ampco Systems Parking, Inc. d/b/a Ampco AirPark” will now refer to ABM Aviation, Inc., d/b/a ABM Parking Services.
3. Pursuant to this Amendment No. 1, all references in the Agreement to “Federal ADP” will now refer to HUB.
4. Pursuant to this Amendment No. 1, all references in the Agreement to “Federal ADP G-90” will now refer to Magnetic.
5. Pursuant to this Amendment No. 1, all references in the Agreement to “ScanNet” will now refer to HUB System.
6. ARTICLE 2, SERVICES, Section 2.02, Shuttle Buses and Vehicles, Paragraph B, Authority Provided Vehicles, is hereby deleted in its entirety and replaced with the following:

B. Authority Provided Vehicles

Authority will lease the vehicles listed below to Company on July 1, 2012 (“Authority Provided Vehicles”) throughout the term of the Agreement. The terms of the lease are described in Article 5 of this Agreement.

- (1) Three (3) mobile license plate inventory Ford Ranger pickup trucks (“Inventory Trucks”) for inventory use only.
 - (2) Three (3) John Deere Gator four-wheel utility vehicles.
 - (3) Two (2) gas powered club cars.
 - (4) Three (3) electric personal vehicles.
 - (5) Two (2) Powerboss power sweepers.
7. ARTICLE 2, SERVICES, Section 2.04, Authority Contact Persons, is hereby deleted in its entirety and replaced with the following:

Authority Senior Manager of Parking and Grounds Transportation and Parking Manager, collectively hereinafter referred to as “Operations”, will be responsible for notifying Company regarding required services and will be Company’s primary contacts for all services under this Agreement.

8. ARTICLE 2, SERVICES, Section 2.05, Company Resident Manager, is hereby deleted in its entirety and replaced with the following:

Company has designated Lauria Okoroh as the individual to be assigned to supervise all aspects of this Agreement, including the services outlined in Attachment A, on behalf of Company (“Resident Manager”).

Company must not remove such Resident Manager from providing the services contemplated by this Agreement; provided, however, that the removal of the Resident Manager due to incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Article. Authority will require that, at a minimum, any proposed replacement must have equal or greater qualifications and experience as the Resident Manager being replaced. Company will not make any personnel changes of the Resident Manager until written notice is made to and approved by Parking Manager.

9. ARTICLE 3, TERM, Section 3.02, Term, is hereby deleted in its entirety and replaced with the following:

The Term of the Agreement commences on May 1, 2012 and will continue through June 30, 2018 unless terminated earlier as provided herein.

A. Transfer of Shuttle Buses

Company will take possession of all Shuttle Buses on May 1, 2012 and will return the Shuttle Buses to Authority no later than midnight on June 30, 2018 or upon the date specified in the Notice to Terminate Shuttle Services provided in accordance with Paragraph B, Commencement of Operations, below.

B. Commencement of Operations

Company will begin providing the operation and management of Parking Facilities and Shuttle Services and take possession of all Authority Provided Vehicles on July 1, 2012 and will continue through June 30, 2018 or until such time as Authority provides Company a written Notice to Terminate Shuttle Services. Such Notice to Terminate Shuttle Services will be provided by Authority to Company at least thirty (30) days prior to the revised termination date.

10. ARTICLE 3, TERM, Section 3.03, Renewal Option, is hereby deleted in its entirety and replaced with the following:

This Agreement may be renewed at the same terms and conditions hereunder for two (2), one year periods at the discretion of the Authority Chief Executive Officer or designee. Such renewals will be effective by issuance of a written letter to Company by the CEO. If the remaining renewal options are exercised, this Agreement will have a final termination date of June 30, 2020.

11. ARTICLE 3, TERM, Section 3.05, Early Termination of Agreement, is hereby deleted in its entirety and replaced with the following:

Authority will have the right to terminate the Agreement, in whole or in part, immediately, and without notice, for cause, and may terminate this Agreement, in whole or in part, without cause at any time upon 30 days' written notice to Company. If Shuttle Services are terminated early, Parking Facility Management will not be impacted. If Parking Facility Management is terminated early, Shuttle Services will not be impacted. If the Agreement is terminated in part, Company will continue to perform remaining services in accordance with the requirements in this Agreement. Company will not, at any time during the term of this Agreement, abandon, terminate, or cease to operate the Parking Facility or Shuttle Service without prior written approval from Authority. Authority will be liable only for payment for services rendered prior to the effective date of termination.

12. ARTICLE 4, COMPENSATION, Section 4.01, Fees, is hereby deleted in its entirety and replaced with the following:

A. Management Fee

As compensation for operating, managing and maintaining the Parking Facilities and Shuttle Service, Company will be paid, in equal monthly installments, a fixed annual management fee. Payment will be paid in arrears on a monthly basis. If all or part of this Agreement is terminated early, such management fee will be prorated for any partial month based on the termination date provided in a written notice to Company.

The annual management fees are as follows:

Parking Facilities and Shuttle Service	Fixed Annual Management Fee
July 1, 2012—June 30, 2013	\$347,959
July 1, 2013—June 30, 2014	349,560
July 1, 2014—June 30, 2015	351,210
July 1, 2015—June 30, 2016	352,908
July 1, 2016—June 30, 2017	354,658
Total Five Year Fees	\$1,756,295

Parking Facilities	Fixed Annual Management Fee
July 1, 2017 – June 30, 2018	\$249,491

Shuttle Service	Fixed Annual Management Fee
July 1, 2017 – June 30, 2018	\$106,925

B. Maintenance Fee

Authority will reimburse Company on a monthly basis, in arrears, for maintenance costs of the Shuttle Buses. This monthly reimbursable maintenance fee will not exceed \$26,000 and any and all repairs to the Shuttle Buses in excess of \$750.00 must be pre-approved by Operations. Shuttle Bus repairs caused by Company's negligence or due to traffic accidents are not reimbursable. If all or part of this Agreement is terminated early in regards to Shuttle Services, such maintenance fee will be prorated for any partial month based on the termination date provided in the written notice to terminate Shuttle Service.

13. ARTICLE 4, COMPENSATION, Section 4.04, Reimbursable Expenses, Paragraph C, is hereby deleted in its entirety and replaced with the following:

- C. All payroll taxes and any similar charges, employee benefit costs including paid days off, health insurance, workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A and B above.

The workers' compensation insurance reimbursement by Authority will be six and four-tenths percent (6.4%) applied to each month's total payroll.

14. ARTICLE 5, VEHICLE LEASE PROVISIONS, Section 5.03, Terms and Conditions of Lease, Paragraph A, is hereby deleted in its entirety and replaced with the following:

A. Possession of Leased Vehicles

- (1) Lessor will turn over possession of the Shuttle Buses to Lessee on May 1, 2012 and will continue through June 30, 2018 or on the date specified in the Notice to Terminate Shuttle Service.
- (2) Lessor will turn over possession of Authority Provided Vehicles to Lessee on July 1, 2012 and will continue through June 30, 2018 or on the date specified in the Notice to Terminate Shuttle Service.

15. ARTICLE 10, INDEMNIFICATION, is hereby deleted in its entirety and replaced with the following:

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

- 1. Presence on, use or occupancy of Authority property;

2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person, whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with

respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above Paragraphs A - G or any part of this Paragraphs A – G are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

16. ARTICLE 11, DATA SECURITY, is hereby deleted in its entirety and replaced with the following:

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the services of this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the services of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

17. ARTICLE 13, INSURANCE, is hereby deleted in its entirety and replaced with the following:

13.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability, will provide that Authority, members of Authority's governing body, and Authority officers, volunteers and employees are included as additional insureds.

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Agreement Specific
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$2,000,000
---	-------------

D. Garagekeepers' Legal Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering vehicles in the care, custody, or control of Company are:

Each Vehicle	\$1,000,000
Each Occurrence All Vehicles	\$1,000,000

E. Cyber Liability and Data Storage Insurance

Company shall purchase and maintain, throughout the life of the Agreement, Cyber Liability Insurance which will cover damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000
Event Management Expenses	\$2,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Amendment No. 1 of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Agreement, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

13.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources. Notwithstanding anything set forth in such Standard Procedure, Company or its insurance broker shall provide thirty (30) days written notice of cancellation to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

18. ARTICLE 18, NONDISCRIMINATION/AFFIRMATIVE ACTION, is hereby deleted in its entirety and replaced with the following:

ARTICLE 18
NON-DISCRIMINATION

During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

18.01. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

18.02. Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 18.03. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.04. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.05. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 18.06. Company will include the provisions of Paragraphs 18.01 through 18.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

18.07. Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

19. ARTICLE 19, AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE, is hereby deleted in its entirety and replaced with the following:

19.01 Authority Policy

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (hereinafter referred to as ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (hereinafter referred to as ACDBE Program). In advancing the Authority ACDBE Program, Company agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Agreement.

19.02 Non-Discrimination

A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

B. This Agreement is subject to the requirements of the U. S. Department of Transportation's regulation 49 CFR Part 23. Company agrees that it will not

discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

19.03 ACDBE Participation and Compliance

- A. ACDBE Goal. Company agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than *fifteen point six nine* percent (15.69 %) of the total annual Gross Receipts, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Company will contract with those ACDBEs as identified in Company's plan as stated in the ACDBE Assurance and Participation Form and Letter of Intent for each ACDBE presented with Company's Response and approved by the Authority, or such other ACDBEs certified with the Florida Unified Certification Program as may be approved by the Authority. Company is required to make good faith efforts to explore all available options to meet the goal to the maximum extent practicable through direct ownership arrangements with ACDBEs.

Company shall not take any action during the term of this Agreement that may have a materially negative impact upon the Company's ability to meet its stated ACDBE goal.

- B. ACDBE Termination and Substitution. Company will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE is terminated by Company with Authority consent or, if an ACDBE fails to complete its work on the Agreement for any reason, Company must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- C. Reporting Requirements. No later than fifteen (15) days after the end of each calendar month during the Term, Company will submit to Authority, on the Authority monthly ACDBE Utilization Report form, a report of Company's total Gross Receipts during the month and the total dollar value of Gross Receipts earned by an ACDBE under this Agreement or the total dollar value of goods and services purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23. If any reported ACDBE participation is from the purchase and/or lease of goods and services, Company must submit to Authority, on the Authority monthly ACDBE Utilization Report form,

a report of the total dollar value of goods and services procured by the Company from ACDBE and non-ACDBE (non-minority/woman-owned) firms.

- D. Monitoring. Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three (3) years following the termination of this Agreement. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
- E. Prompt Payment. Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.
- F. Other Requirements. Company agrees to comply with other provisions of the ACDBE Program. ACDBE participation through joint venture is subject to 49 CFR Part 23 and the Airport Concessions Disadvantaged Business Enterprise Joint Venture Guidance, dated July 2008 (as may be revised).
- G. Non-Compliance. In the event of Company's non-compliance with the ACDBE Program or failure to meet the ACDBE goal set forth in Section 19.03(A), or to demonstrate a good faith effort to do so, Authority may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Company from eligibility to contract with Authority in the future or to receive bid packages or request for proposal packages or other solicitations, unless Company demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply.

20. ARTICLE 30, NOTICES AND COMMUNICATIONS, is hereby deleted in its entirety and replaced with the following:

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:
(MAIL DELIVERY)
ABM AVIATION, INC. D/B/A ABM PARKING
SERVICES

V.P OF AVIATION PARKING OPERATIONS

3800 BUFFALO SPEEDWAY

SUITE 325

HOUSTON, TX 77098

OR
(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
MAIN TERMINAL, 3RD FLOOR, BLUE SIDE
4100 GEORGE J. BEAN PARKWAY
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

SAME

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

21. ARTICLE 40, COMPLIANCE WITH PUBLIC RECORDS LAW, is hereby added to the Agreement and states:

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

22. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 2, FACILITIES AND SERVICES, Paragraph A(1)(a), Short Term Garage, is hereby deleted in its entirety and replaced with the following:

a. Short Term Garage

The garage consists of six parking levels located above the Airport's main terminal building ("Terminal Building") with approximately three thousand five hundred and twenty-four (3,524) total spaces with a vehicle height limitation of six feet, eight inches (6' 8") ("Short Term Garage"). The majority of the traffic is short term parking with overnight inventories averaging one thousand two hundred and fifty (1,250) cars per night.

23. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 2, FACILITIES AND SERVICES, Paragraph A(1)(b), Long Term Garage, is hereby deleted in its entirety and replaced with the following:

b. Long Term Garage

The garage consists of six (6) parking levels located adjacent to the Terminal Building with approximately six thousand eight hundred and seven (6,807) total spaces with a vehicle height limitation of seven feet, ten inches (7' 10") ("Long Term Garage"). There is an additional three hundred and fifty (350) space employee parking area located on the fifth (5th) level of the garage that is monitored and administered by Company. Increasingly short term traffic utilizes the Long Term Garage with overnight inventories averaging four thousand six hundred (4,600) cars per night.

24. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 2, FACILITIES AND SERVICES, Paragraph A(2)(a), Short Term Garage and Long Term Garage, is hereby deleted in its entirety and replaced with the following:

a. Short Term Garage and Long Term Garage

The thirteen (13) toll plaza lanes are used by all customers exiting the Short Term Garage and Long Term Garage ("Terminal Toll Plazas"). During non-seasonal periods, an average of seven thousand (7,000) vehicles exit the Terminal Toll Plazas per day. The number of vehicle exits during peak seasonal periods often exceeds ten thousand (10,000) per day.

25. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 2, FACILITIES AND SERVICES, Paragraph A(3)(a), Valet Parking, is hereby deleted in its entirety and replaced with the following:

a. Valet Parking

A portion of the Short Term Garage is utilized for valet parking. The two entry points are:

- i. the blue flight departure drive, open 5:00 a.m. until 5:30 p.m.; and
- ii. inside level five of the Short Term Garage, open twenty-four (24) hours per day, seven days per week.

Cars dropped off at the blue flight departure drive are moved from the valet area into level five (5) of the Short Term Garage. Customers retrieve their cars from the Short Term Garage. The current valet operation is flexible by demand and currently utilizes one hundred fifty (150) spaces. The number of valet exits for fiscal year 2016 was twenty four thousand nine hundred and one (24,901). A detailed description of this service is found in Section 21, Valet.

26. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 3, VEHICLES AND EQUIPMENT, Paragraph A(2)(a), Authority Provided Vehicles, is hereby deleted in its entirety and replaced with the following:

a. Authority Provided Vehicles

- i. Three (3) - mobile license plate inventory ("LPI") Ford Ranger pickup trucks ("Inventory Trucks") - for inventory use only.
- ii. Three (3) - John Deere Gator four wheel utility
- iii. Two (2) - gas powered club cars
- iv. Three (3) - electric personal vehicles.
- v. Two (2) - Powerboss power sweepers.

27. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 3, VEHICLES AND EQUIPMENT, Paragraph B, Revenue and Operational Control Equipment, is hereby deleted in its entirety and replaced with the following:

(1) HUB

a. Toll Plaza Exit Lanes

All thirteen (13) exit lanes at the Terminal Toll Plaza and five (5) exit lanes at the Economy Toll Plaza are equipped with automatic exit machines. Four (4) exit lanes at the Terminal Toll Plaza and two (2) exit lanes at the Economy Toll Plaza are also equipped with Cashier Booths and Fee Computers.

b. Entrance Lane Ticket Dispensers

There are eighteen (18) ticket dispensers (one in each entrance lane), which includes seven (7) at the Long Term Garage, six (6) at the Short Term Garage, and five (5) at Economy Parking.

c. Gates

A Magnetic gate is in all paid parking entrance and exit lanes.

(2) SunPass

a. Toll Plaza Exit Lanes

Two of the lanes at the Terminal Toll Plaza and two lanes at the Economy Toll Plaza are equipped with automated vehicle identification ("AVI") readers for SunPass Plus use.

b. Entrance Lanes

SunPass Plus is available in three (3) Long Term Garage, two (2) Short Term Garage, and two (2) Economy Parking entrance lanes.

(3) Backup Credit Card System

There are six (6) Omni model number 3750 machines located inside each cashier booth and six (6) wireless Omni terminals used as a backup credit card system.

(4) Desktop Personal Computers

The computers are used for HUB System, customer vehicle inventory, and management and clerical functions.

(5) Copy Machine

The copy machine is used for inventory reports.

(6) System Accessories

The accessories include all servers, port controllers and computer accessories to operate the HUB System.

(7) Inventory Trucks

The Inventory Trucks as further described in Section 3(A)(2)(a)(i) are used for nightly customer vehicle tag inventory.

28. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 5, MONTHLY BILLINGS, Paragraph C, Credit Cards, is hereby deleted in its entirety and replaced with the following:

Company is required to provide an approved credit card processing service to assure the fast, efficient processing of credit card transactions for the payment of parking fees. This will also include the handling and processing of credit card chip and pin transactions. Company will provide for the secure transmission of credit card data using Authority secure high speed network (Secure LAN, local area network) which was designed and built to facilitate this requirement, all done in accordance with Payment Card Industry (PCI) security standards. PCI security standards change and evolve on a regular basis. Company is expected to remain current with changes to all PCI security standards. Authority will not be held responsible for the mishandling of credit card data on Company's systems, by Company's employees, or through Company's network connections.

Company will reimburse Authority for any fees and costs that should arise as a result of Company employees mishandling credit card data or otherwise operating in a manner deemed to be outside of or in violation of PCI security standards, either intentional or unintentional. Company will not use Authority Wi-Fi system. Company will arrange and pay for any service associated with the transmission of credit card data. Installation of the Connectivity System will be performed through the Authority Tenant Work Permit (TWP) Program. The cost of installing the Connectivity System is subject to Authority approval and will be reimbursed.

29. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 5, MONTHLY BILLINGS, Paragraph D, SunPass Plus, is hereby deleted in its entirety and replaced with the following

Authority has contracted with the Florida Department of Transportation ("FDOT") to provide customers the SunPass Plus payment option for public parking. SunPass Plus revenues are transferred directly into Authority bank account by the FDOT, minus any discount and transactions fees. Currently SunPass accounts for fifteen percent (15%) of all parking revenue.

30. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 6, RATES AND PAYMENT METHODS, is hereby deleted in its entirety and replaced with the following:

Company will only charge customers the rates listed below and will permit the complimentary use of parking spaces where applicable. There is no charge to customers for the Shuttle Bus service. Company may propose revisions to the service rates and propose rates for additional services. Authority will have the sole and unrestricted right, from time to time and as often as it deems necessary or advisable, to revise the parking rates and services rates and to add rates for additional services and will do so in writing to Company.

A. Parking Facility	Parking Rates	Payment Method
(1) Short Term Garage	Either under one hour free or, if a customer parks for longer than one hour, the actual time parked including the first hour at \$1.00 per twenty (20) minutes with a daily maximum of \$22.00 per twenty-four (24) hour period.	Cash, Visa, MC, AMEX, Discover, credit cards, and approved Florida check.
(2) Long Term Garage	Public area: either under one hour free or, if a customer parks for longer than one hour, the actual time parked including the first hour at \$1.00 per twenty (20) minutes with a daily maximum of \$18.00 per twenty-four (24) hour period. Employee area: There is no charge to employees parking in the employee area.	
(3) Economy Parking	\$1.00 per twenty (20) minutes with a daily maximum of \$10.00 per twenty-four (24) hour period.	
(4) Modified High Vehicle Disabled Parking Lot	No charge for qualified vehicles.	N/A
(5) Cell Phone Waiting Lot	No charge.	N/A
(6) Additional Overflow Parking	Rate to be determined by Authority at the time of use.	Cash, Visa, MC, AMEX, Discover, credit cards, and approved Florida check.
(7) Employee Parking Permits - Office	\$25.00 per month for a based employee. \$50.00 per month for a non-based employee. \$10.00 re-issuance access card or permit.	

B. Services	Service Rates	Payment Method
(1) Valet Parking	\$2.00 per thirty (30) minutes, a \$5.00 minimum, with a maximum of \$30.00 per twenty-four (24) hour period.	Cash, Visa, MC, AMEX, Discover, credit cards, and approved Florida

(2) Emergency Road Service	\$15.00 per service call.	check.
(3) Vehicle Detailing	Prices range from \$22.00 to \$170.00. See Attachment 2.	Visa, MC, AMEX, Discover, and credit cards.

31. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 9, OPERATION SCHEDULE, Paragraph A, Parking Facilities and Services, is hereby deleted in its entirety and replaced with the following:

Facilities and Services	Hours of Operation
(1) Short Term Garage	These facilities are open to the public twenty-four (24) hours per day, seven days per week. However, portions of the facilities may be temporarily restricted from time to time due to traffic control issues and cleaning requirements as detailed in Sections 10 and 11.
(2) Long Term Garage	
(3) Economy Parking	
(4) Modified High Vehicle Disabled Parking Lot	
(5) Cell Phone Waiting Lot	Twenty-four (24) hours per day, seven days per week.
(6) Additional Overflow Parking	As needed basis.
(7) Valet Parking	Twenty-four (24) hours per day, seven days per week.
(8) Employee Lot 1	Twenty-four (24) hours per day, seven days per week.
(9) Employee Parking Permit Office	Monday through Friday, from 8:00 a.m. until 4:00 p.m.
(10) Emergency Road Service	Twenty-four (24) hours per day, seven days per week.
(11) Vehicle Detailing	On demand

32. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 13, EXIT AND ENTRY LANE POLICIES AND PROCEDURES, Paragraph A, General Information, is hereby deleted in its entirety and replaced with the following:

A. General Information

- (1) Company will establish a cashier's change bank sufficient to operate efficiently, a minimum of five thousand dollars (\$5,000), which will be the responsibility of Company to maintain throughout the term of this Agreement.
- (2) Self-service credit card payment options are available at each parking facility. Currently eighty percent (80%) of all exit transactions are automated.

- (3) Each exit lane is equipped with an automated exit machine. Four (4) exit lanes at the

Terminal Toll Plaza and two (2) exit lanes at the Economy Toll Plaza are also equipped with cashier booths that can be staffed with cashiers. Two (2) exit lanes at the Terminal Toll Plaza and two (2) exit lanes at the Economy Toll Plaza are also equipped with SunPass Plus Readers. The SunPass Plus Readers should be open for SunPass use, unless otherwise authorized by Operations.

(4) At both the Terminal Toll Plaza and Economy Toll Plaza, all lanes should be open twenty-four (24) hours per day, seven days per week, unless they are going through the "log on or check out" procedures.

(5) If a customer is not able to use the automated exit equipment due to equipment malfunction, a remote cashier will assist customer from the command center. Customer vehicles should not be backed out of a lane unless absolutely necessary. If and when a back out is necessary, the customer will be assisted by an ambassador or supervisor.

33. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 13, EXIT AND ENTRY LANE POLICIES AND PROCEDURES, Paragraph K, Access Cards Procedure, is hereby deleted in its entirety and replaced with the following:

(1) Terminal Building Parking and Economy Parking

Entrance: Use any of the entrance lanes. Place the access card on the card reader logo on the ticket spitter and the gate will open. Do not press the screen for a ticket.

Exit: Use any exit lane. Place the access card on the card reader logo on the exit machine and the gate will open.

The access card works only in proper sequence. It must be used to enter for it to work upon exit. It must be used to exit before it can be used to enter again. If access card doesn't work, use intercom for assistance.

34. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 13, EXIT AND ENTRY LANE POLICIES AND PROCEDURES, Paragraph L, is hereby deleted in its entirety and replaced with the following:

(5) The ticket will be attached to the validation ticket.

In compliance with Section 316.1964(7), Florida Statutes, as may be amended from time to time, only vehicles with specialized equipment, such as ramps, lifts, or foot or hand controls, for use by a person who has a disability, vehicles displaying a license plate for disabled veterans, or vehicles displaying the Florida Toll Exemption permit are authorized to receive free parking. Other disabled parking permit holders will be advised that they do not meet the statutory requirements for free parking, will be given

an explanatory notice, and will be charged the same regular parking fees as other customers.

Customers driving a vehicle equipped with any or all of the equipment listed above, a vehicle that display a valid license plate for disabled veterans, or a vehicle that displays a valid Florida Toll Exemption permit will be processed as follows:

- (1) A supervisor will be called to the lane to process the transaction basically like a lost ticket transaction.
- (2) The information on the blue Disabled Parking Validation form will be completed.
- (3) The validation ticket will be processed through the printer to imprint a transaction number.
- (4) Validation key #H will be used to validate the fee.

Disputes of this policy will be handled in the same manner as any other fee dispute. It begins as a supervisor function and then is escalated to a Company manager. If the manager needs further assistance, Ground Transportation, ADO, or the Airport Police, as required, will be notified.

35. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 13, EXIT AND ENTRY LANE POLICIES AND PROCEDURES, Paragraph P, Credit Cards, is hereby deleted in its entirety and replaced with the following:

(1) HUB System

Credit cards are processed through the HUB Fee Computer as outlined below. If HUB System is down, each toll booth is equipped with an Omni swipe machine as a backup.

- a. Once the fee is showing on the Fee Computer, insert the credit card into the Validator.
- b. Once the credit card is processed the first receipt will print from the printer.
- c. After the first receipt prints, hit the cash key on the Fee Computer for the second receipt.
- d. Have the customer sign the retained receipt for any transaction over four hundred dollars (\$400) or for all non-card swiped transactions.
- e. The second receipt is given to the customer and the signed receipt is retained for the record.

If the credit card system is down, Fee Computer will store the credit card transactions and send them out for approval once the system is back up. If for any reason an authorization is not received from the credit card processor, an imprint of the credit card must be made and a signature must be obtained.

(2) Omni

The following procedures will be used for credit card processing on the Omni machines.

- a. Cashier will enter user number. This is a four-digit number indicating the exit lane.
- b. Insert credit card through reader or type credit card number. If required to type credit card number, press enter afterward and type two-digit month and two-digit year of the expiration date on the credit card.
- c. Enter Amount. Type in sale amount and press enter. Amounts less than four hundred dollars (\$400) are processed immediately. Amounts over four hundred dollars (\$400) require authorization from credit card center.
- d. Two printed receipts are produced upon authorization. One copy is for the customer and one copy is for cashier records. Any credit card transactions for amounts over four hundred dollars (\$400) require a customer signature on the retained receipt.

36. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 14, IMPOUNDS, Paragraph C(2), Exit Lane Procedures, is hereby deleted in its entirety and replaced with the following:

- (2) Company supervisor will do a lost ticket procedure and input the customer vehicle's entry time and fee into the Fee Computer. The parking fee including the sales tax will appear on the Fee Computer. That fee should be noted and the impound key selected on the Fee Computer. The supervisor will supply the tow truck operator with the parking fees due on the customer vehicle being impounded which will be noted on the Impound Inventory form and in Section 4 of the cashier lane report.

37. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 15, RECEIPTS, ACCESS CODES, AND TICKETS, Paragraph B, Keys and Computer Access Codes, is hereby deleted in its entirety and replaced with the following:

B. Keys and Computer Access Codes

Company will exercise extreme care to assure that access to keys and computer access codes issued by Authority is restricted only to personnel needing the keys or codes to perform their duties properly, and that such codes and keys are used only as prescribed and for the proper purposes. All Authority computer policies and procedures will be followed by Company employees that have access to any device operating on the Authority's system. This includes, but is not limited to, computers, Fee Computer copy

machines, phones and door key pads. Company will be responsible for retrieving all keys and access badges from employees upon termination of their employment. Company will pay Authority ten dollars (\$10) for each lost access card.

38. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 15, RECEIPTS, ACCESS CODES, AND TICKETS, Paragraph D(2)(a), New Ticket Procedures, is hereby deleted in its entirety and replaced with the following:

Assign tickets in consecutively-numbered blocks to ticket dispensers. The size of each block per dispenser to be dictated by historical usage patterns.

39. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 19, EQUIPMENT MALFUNCTIONS AND MAINTENANCE, Paragraph A(2), Work Requests, is hereby deleted in its entirety and replaced with the following:

Supervisors or managers will enter their name, the date and the time of the occurrence on the Work Order Request website for HUB equipment problems covered by the HUB service contract with the Authority.

40. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, SECTION 19, EQUIPMENT MALFUNCTIONS AND MAINTENANCE, Paragraph B, After-Hours Equipment Problems, is hereby deleted in its entirety and replaced with the following:

B. After-Hours Equipment Problems

(1) Should the Company's representative decide that a call-out is necessary for a problem that could cause further damage if not treated or put the revenue control system in jeopardy, the representative should call the GTM on duty or, in his/her absence, the ADO, for permission to call the Authority's communication center ("AOC) and request an after-hours call out to the designated repair person(s).

(2) There may be instances where the ADO or the GTM has given call-out permission in advance to the Company to handle catastrophic outages, such as power failures, weather, or communication problems.

(3) The Authority will provide the Company with an up-to-date list of call out responsibilities. If the Authority IT department is the responsible party, the Company will notify the AOC. The AOC will call the appropriate designated on call Authority IT representative.

41. Attachment A, Parking Facilities and Shuttle Service Information and Operating Procedures, ATTACHMENT 2, VEHICLE DETAILING SERVICE, is hereby deleted in its entirety and replaced with the following:

A. Detailed description of service and fee structure.

Menu of Services	Car	SUV	Van/LG SUV
Exterior Outside Hand Wash, Clean Exterior Windows & Rims, Tire and Fender Dressing	\$22	\$25	\$28
Interior & Exterior Outside Hand Wash plus Full Vacuum, Clean Windows, Door Jams, Dashboard & Console	\$28	\$32	\$36
Deluxe Interior & Exterior plus Maintenance Wax	\$40	\$44	\$48
Ultimate Exterior Interior & Exterior plus Hand-buffed Carnauba Cream Wax	\$79	\$87	\$95
Ultimate Interior & Exterior Deluxe plus Full Shampoo, Leather & Vinyl Treatment	\$95	\$99	\$103
Full Body Clay & Wax Full Body Exterior Clay Bar Treatment plus Hand-buffed Carnauba Cream Wax, plus Full Vacuum, Clean Windows, Door Jams, Dashboard & Console	\$111	\$119	\$127
Supreme Ultimate Interior & Exterior plus Hand-buffed Carnauba Cream Wax	\$124	\$132	\$140
Manager Supreme Ultimate Interior & Exterior plus Full Body Clay with Hand-buffed Carnauba Cream Wax	\$150	\$160	\$170
Headlight Restoration Restore dull, yellowed, or cloudy headlights to improve vision & appearance. Service includes LIFETIME WARRANTY.	\$55 a pair		

B. Service provider

The services are provided by ABM Parking System.

C. Service operation

(1) Hours of operation are on a demand basis.

(2) Location of Operation

The detailing services are performed on Level 5 of the Short Term Garage in a designated space in the valet parking area.

(3) Collection of Fees

- a. Fees are collected at the Terminal Toll Plaza.
- b. Payment is by cash, credit card or Florida check.
- c. A discount will be offered to Airport employee customers.

(4) Customers

The services are offered to valet customers only.

D. Commissions Paid

- (1) ABM Aviation, Inc. d/b/a ABM Parking Services will be paid a five percent (5%) commission on the gross detailing revenue. The fee will be added to the monthly requisition. This commission is in addition to the management fee paid to ABM Parking Services, Inc.

42. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both Parties.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of February, 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of February, 2017 by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

ABM AVIATION, INC. D/B/A ABM PARKING SERVICES

Signed in the Presence of:

Witness

Printed Name

Witness

Printed Name

BY: _____
Signature

Title

Printed Name

Printed Address

City/State/Zip

ABM AVIATION, INC. D/B/A ABM PARKING SERVICES

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)