Agenda Item: 5A-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

			==:		
Meeting Date:	September 16, 2025	[]	Consent	[X] Regular
		[]	Workshop	[] Public Hearing
Submitted By:	Department of Airports	_	_	-	
			===		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment (Amendment) to Airport Ground Transportation Management Agreement (Agreement) with SP Plus LLC (SP+), renewing the term of the Agreement for one (1) additional one (1) year period, commencing on October 1, 2025, and expiring on September 30, 2026, for the administration, operation and management of ground transportation at the Palm Beach International Airport (PBI) in an amount not to exceed \$1,100,000.

Summary: On June 11, 2024, the Board of County Commissioners (BCC) approved the Agreement (R2024-0719) with SP+ for the administration, operation and management of all modes of ground transportation at PBI, including services provided by on-demand and pre-arranged ground transportation providers and transportation network companies. The initial term of the Agreement expires on September 30, 2025. The Agreement provides for the option to renew for up to four (4) additional years. This Amendment exercises the County's first renewal option, renewing the term of the Agreement for one (1) additional one (1) year term, commencing on October 1, 2025, and expiring on September 30, 2026. The Amendment provides for payment of a fixed management fee of \$142,552 for the first renewal term payable in equal monthly installments, employee expenses are based on a fully burdened hourly rate by category of employee, and specified reimbursable expenses for a total not to exceed amount of \$1,100,000. An Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal of 10% was established for this Agreement. SP+ committed to 20% ACDBE participation and achieved ACDBE participation of 25% in the initial term. The Amendment also updates contract language to ensure continued consistency with state and federal requirements and clarifies timekeeping requirements for salaried employees. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. This Amendment exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: SP+ is responsible for all aspects of the ground transportation program at PBI, including on-site dispatching for on-demand ground transportation, management of the ground transportation management system (GTMS), enrollment of drivers into the GTMS, ensuring compliance with airport regulations and permit requirements, assisting passengers as needed with ground transportation services, responding to customer complaints and ensuring ground transportation services remain available to satisfy passenger demand. Approval of this item will ensure the continued provision of ground transportation management services at PBI.

Attachments:

1. First Amendment	(3) (w/Exhibits B and C)	
Recommended By:	Sona Borb	8-19-25
MUL	Department Director	Date
Approved By:	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:				
Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	2029
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)		\$1,100,000 			
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)		<u>\$1,100,000</u>			
Is Item Included in Proposed I Does this item include the us Does this item include the us	e of federal	funds? Yes _			
Budget Account No: Fund 41	00 Departm	nent <u>120</u> Unit	<u>1340</u> Obje	ct_3401	
B. Recommended Sources of	Funds/Sum	nmary of Fisca	l Impact:		
The funding for the Amendr impact above reflects the not payments will be based on paccordance with a budget a Agreement. C. Departmental Fiscal Review	to-exceed a payment of the pproved by the left of the	mount establish ne managemen the De part men	ned for the fi t fee and re t of Airports	rst renewal ter imbursable ex in accordance	m. Actual penses in
A. OFMB Fiscal and/or Contra	act Develop	ment and Con	trol Comme	ents:	
What OFMB 2000	90 az		MM Contract	of and Co	ontrol 76 2:22
B. Legal Sufficiency:				V	
Assistant County Attorney	<u>/a</u> s/as				
C. Other Department Review:					
Department Director					

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

FIRST AMENDMENT TO AIRPORT GROUND TRANSPORTATION MANAGEMENT AGREEMENT AT THE PALM BEACH INTERNATIONAL AIRPORT (Contract No. R2024-0719)

THIS FIRST AMENDMENT TO AIRPORT GROUND TRANSPORTATION MANAGEMENT AGREEMENT AT THE PALM BEACH INTERNATIONAL AIRPORT ("Amendment"), made and entered into September [16, 2025] by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and SP Plus LLC, a Delaware limited liability company, whose address is 2300 East Randolph Street, Suite 7700, Chicago, IL 60601 ("Operator").

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, SP Plus Corporation and County entered into that certain Airport Ground Transportation Management Agreement dated June 11, 2024 (R2024-0719) (the "Agreement"); and

WHEREAS, on December 27, 2024, SP Plus Corporation converted to a limited liability company and changed its name to SP Plus LLC with all rights, duties, obligations and interests in and to the Agreement and County consented to the assignment of the Agreement; and

WHEREAS, the Agreement provides that the County shall have the option to renew the Agreement for up to four (4) additional years (each a "Renewal Term"); and

WHEREAS, the parties desire to amend the Agreement in accordance with the terms and conditions set forth herein.

- **NOW, THEREFORE,** in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions themselves, their successors, and assigns, as follows:
- 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
- 2. The Agreement shall be renewed for one (1) additional one (1) year period on the same terms and conditions as set forth in the Agreement, as amended herein. The Renewal Term shall commence on October 1, 2025, and terminate on September 30, 2026, unless terminated sooner pursuant to the terms and conditions of this Agreement.
- 3. Section 6.02 (A), <u>Fully Burdened Hourly Rates</u>, of the Agreement is hereby deleted in its entirety and replaced with the following:

- 6.02 A. Reimbursement of all Employee costs shall be based on a fixed dollar amount per employee work hour by job classification at the Fully Burdened Hourly Rates as stated in Exhibit "A", attached hereto and incorporated herein. The total amount to be paid by County under this Agreement for the Management Services, including the Management Fee, Reimbursable Expenses and Employee costs provided hereunder shall not exceed One Million, One Hundred Thousand Dollars (\$1,100,000.00) for the First Renewal Term. Operator acknowledges and agrees that the aforementioned not-to-exceed amount does not constitute budgetary approval for purposes of Section 6.04. Excluding Reimbursable Expenses and payment of Employee costs, the Management Fee shall include all costs necessary for the provision of the Management Services hereunder by Operator. In the event County elects to renew this Agreement, the parties shall enter into an amendment, which shall establish the new mutually agreed upon not-toexceed amounts applicable during the Renewal Term.
- 4. Section 6.02(B), <u>Fully Burdened Hourly Rates</u>, of the Agreement is hereby deleted in its entirety and replaced with the following:

6.02 Fully Burdened Hourly Rates.

В Operator shall invoice County on a monthly basis in arrears for Management Services provided by Operator during the preceding month, which shall include the monthly Management Fee and all Employee costs at the Fully Burdened Hourly Rates. Operator shall separately invoice County for Reimbursable Expenses on a monthly basis for costs incurred. Invoices for Management Services shall include payroll documentation in a form and detail acceptable to County evidencing the actual number hours worked by each individual employee in the provision of the Management Services, which may include documentation from Operator's time-keeping system. Operator shall ensure that all salaried employees are required to document and track their daily work hours. Salaried employees shall submit a monthly time report, certified by the employee as being true and correct, demonstrating their daily record of hours worked, in a form and level of detail acceptable to County. To validate the accuracy of the monthly time report, salaried employees shall be required to swipe their County-issued identification media at a County-designated card reader at the beginning and end of each shift. The time stamp generated by the card reader system may be used by County to corroborate the employee's reported work hours. In the event of a discrepancy between the monthly time report and the report generated by card reader system, the report generated by the card reader system shall be used for determination of reimbursement of work hours. Failure to comply with the requirements of this Section may result in County withholding payment for the associated

hours until such time as compliance is demonstrated or the discrepancy is otherwise resolved to the satisfaction of County.

- 5. Section 9.07, <u>Administrative Assistant</u>, of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 9.07 Administrative Assistant. Upon thirty (30) days written notice from County, Operator shall provide one (1) trained, qualified Administrative Assistant to manage the GTMS; performing enrollment services, including data entry into the GTMS; answering Driver and GTP questions regarding enrollment processes and procedures; answer public inquiries; completing and providing reports to the Contract Administrator and other similar duties. The Administrative Assistant shall be available Monday through Friday, excluding County holidays and during approved leave, from 8:00 a.m. until 5:00 p.m. with one (1) hour unpaid lunch period. Local Manager and/or Supervisors shall be responsible for completing the Administrative Assistant's duties when the Administrative Assistant is not available during the Administrative Assistant's regularly scheduled hours. Operator shall provide contact information to County for enrollment services and public inquiries, including a telephone number and e-mail address(es), which will be made available on the Airport's website along with the Operator's hours of operation for enrollment services.
- 6. Section 20.01, <u>Nondiscrimination in County Contracts</u>, and Section 20.02, <u>Non-Discrimination</u>, of the Agreement are hereby deleted in their entirety and replaced with the following:
 - Non-Discrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Operator warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
 - 20.02 Federal Contract Provisions. Operator shall comply with the Federal Contract Provisions set forth in Exhibit "B", attached hereto and incorporated herein by reference, as may be amended by the Federal Aviation Administration or any successor agency with jurisdiction over County. County may update the Federal Contract Provisions by providing written notice thereof to Operator, whereupon, this Agreement shall be considered amended, without formal amendment thereto, to replace Exhibit "B". Operator shall require all contractors, subcontractors, subconcessionaires, joint venture partners and any other company doing business by, or through Operator, at the Airport to comply with the Federal Contract Provisions

and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Agreement.

- 7. Section 22.04, <u>Subordination to Governmental Agreements</u>, of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 22.04 Subordination to Governmental Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument or document under which County acquired the land or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Operator agrees it shall comply with all Grant Obligations applicable to Operator by virtue of this Agreement. County agrees to provide Operator with written notice of any new or amended Grant Obligations, which modify Operator's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.
- 8. Section 22.10, <u>Notices</u>, of the Agreement is hereby amended to delete the address for notices to Operator and replace it with the following:

To Operator: SP Plus LLC Attn: Robert Resier, President – East Airports 16200 Brookpark Road, 2nd Floor Cleveland, Ohio 44315

With a copy to: SP Plus LLC - Attn: Legal Department 200 East Randolph Street, Suite 7700 Chicago, IL 60601

- 9. Exhibit "B", <u>Federal Nondiscrimination Requirements</u> to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "B", <u>Federal Contract Provisions</u>.
- 10. The Agreement is hereby amended to add Exhibit "C", <u>Disclosure of Ownership</u> Interests.

- 11. The Agreement is hereby amended to add Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit.
- 12. <u>Ratification of Agreement</u>. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
- 13. <u>Conflict</u>. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
- 14. <u>Paragraph Headings</u>. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.
- 15. <u>Exhibits</u>. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment and the Agreement by reference.
- 16. <u>Effective Date</u>. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank}

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

ATTEST: CLERK OF THE CIRCUIT COURT AND COMPTROLLER	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Deputy Clerk	Maria G. Marino, Mayor
(Seal)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS: Director, Department of Airports
ATTEST: Signed, sealed & delivered in the presence of two witnesses for Operator: Digitally signed by Chuck Voase Date: 2025.08.13 13:15:17-04'00'	OPERATOR: SP PLUS LLC Digitally signed by Bob Reiser Date: 2025.08.13 13:08:38 -04'00
Signature	Signature
Chuck Voase, VP - East Airports Print Name Digitally signed by Jessica Valesky Date: 2025.08.13 13:17:38-04'00' Signature Jessica Valesky, Support Specialist Print Name	Print Name President - East Airports Title
	(Seal)

EXHIBIT "B" FEDERAL CONTRACT PROVISIONS

Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this
- Nondiscrimination: Concessionaire, with regard to the work perf by it during this Agreement, will not discriminate on the grounds of race, color, or by it during 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. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR
- Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4.
- origin.

 4. Information and Reports: Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information. obtain the information.
- Sanctions for Noncompliance: In the event of a contractor's 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

 a. Withholding payments to Concessionaire under this Agreement until Concessionaire complies; and/or

 b. Cancelling, terminating, or suspending a contract, in whole or in part.

- Incorporation of Provisions: Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Concessionaire will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation discontractor, or supplier because of such direction, Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

 B. Title VI List of Benefits.
- During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat.
- 252) (prohibits discrimination on the basis of race, color, national origin);

 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et
- seq.) (prohibits discrimination Act of 1972, as amonated (12 600 a state) seq.) (prohibits discrimination on the basis of age);

 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);
- 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);

- Titles II and III of the Americans with Disabilities Act of 1990, which • Ittles 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 • The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and early.
- and sex);
- Executive Order 12898, Federal Actions to Address Environmental
- 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;

 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

 Title IX of the Education Amendments of 1972, as amondary which
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

 C. Title VI Clauses for Construction/Use/Access to Real Property Acquired
- Under the Activity, Facility or Program.

 Concessionaire for itself and its successors in interest and assigns, as a
- part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the Concessionaire Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
- In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the Concessionaire Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.
- Title VI Clauses for Transfer of Real Property Acquired or Improved
- Under the Activity, Facility, or Program.

 Concessionaire for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the
- In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.
- E. Airport Concession Disadvantaged Business Enterprises ("ACDBE"). This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBES shall have the maximum practicable opportunity to participate in the performance of contracts. Concessionaire 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. Concessionaire agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements

General Civil Rights Provision.

Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision obligates Concessionaire for the period during which the property is owned used or possessed by Concessionaire and the Airport remains the property is owned, used or possessed by Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT "C" DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Bob Reiser, President - East Airports hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as: [] an individual or [] President Fact Airports of SP Plus II C
the President - East Airports of SP Plus LLC [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.
2. Affiant's address is: 16200 Brookpark Road, 2nd Floor, Cleveland, OH 44135
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a fiv percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofic corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchang Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon be Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledg and belief it is true, correct and complete.
FURTHER AFFIANT SAYETH NAUGHT.
Bob Reiser, President - East Airports, Affiant (Print Affiant Name)
The foregoing instrument was acknowledged before me this 12th day of August , 20 25 , by Bob Reiser, President - East Airports who is personally known to me or [] who has produced as identification and who did take an oath. Notaty Public Jessica Valesky (Print Notary Name) State of Florida at Large State of Ohio
My Commission Expires: 7-22-2030

EXHIBIT "C" DISCLOSURE OF OWNERSHIP INTERESTS

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
Metropolis Capital Holdings, LLC.	501 Santa Monica Blvd. Suite 200, Santa Monica, CA 90401
Metropolis Technologies, Inc.	501 Santa Monica Blvd. Suite 200, Santa Monica, CA 90401
Sharp FundingCo W LP	600 Steamboat Road, Suite 200, Greenwich, CT 06830
Eldridge Corporate Funding LLC	65 East 55th Avenue, Floor 29, New York, NY 10022
Todd Boehly	4730 Bay Point Road. Miami, FL 33137
Alex Israel	501 Santa Monica Blvd. Suite 200, Santa Monica, CA 90401

EXHIBIT "D" NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of
SP Plus LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.
Bob Reiser, President - East Airports (signature of officer or representative) (printed name and title of officer or representative)
State of Ohio, County of Cuyahoga
Sworn to and subscribed before me by means of physical presence or □ online notarization this, 12th day of August 2025, by Bob Reiser, President - East Airports
Personally known WOR produced identification □.
Type of identification produced
NOTARY PUBLIC Jessica Valesky My Commission Expires: 7-22-2030 State of Ohio at large

(Notary Seal)