Agenda Item: ___

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **December 2, 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 Amended and Restated Airport Parking Facilities Management Agreement (Agreement) (R2024-0047) with SP Plus LLC (SP+) at the Palm Beach International Airport (PBI); providing for the implementation of an online parking reservation system; providing for the operation and management of valet services for an amount not to exceed $1,650,000 for the initial term; and updating boilerplate contract provisions to ensure consistency with current law.

Summary: SP+ operates and manages PBI's parking facilities and shuttle services pursuant the Agreement. The initial term of the Agreement expires on September 30, 2028, with one (1) two (2) year option to renew. The Amendment requires SP+ to provide and manage an online parking reservation system, enabling customers to pre-book parking in designated public parking facilities at PBI. A transaction fee of $2.99 per customer transaction will apply to parking reservations, which will be paid by the customer. The Amendment also requires SP+ to operate and manage valet services in such locations as may be designated by the County. It is anticipated that valet services will be provided in a designated area of adjacent public parking facilities to avoid the creation of additional congestion at the arrivals and departures curbs, and due to the immediate proximity to the terminal, reducing the number of employees needed to park and retrieve customer vehicles. Providing valet services in adjacent public parking facilities will also reduce potential liability for damage to customer vehicles by alleviating the need to drive customer vehicles on the internal roadways. This item provides budget for the provision of valet services in an amount not to exceed $1,650,000 during the initial term; however, SP+ will be paid for valet services based on an annual budget approved by the Department of Airports, which will include an initial annual management fee of $42,000 and reimbursement of expenses necessary for the operation of valet services, including staffing costs. Additional costs will be offset by valet parking revenues. The Amendment also updates various provisions to ensure compliance with current law, including provisions related to nondiscrimination and human trafficking. The Agreement is subject to recent regulatory changes to the Airport Concession Disadvantaged Business Enterprise (ACDBE) program; therefore, enforcement of the ACDBE contract goal has been suspended to ensure compliance with new federal guidance. The Amendment contains limitation of liability provisions that differs from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's office have reviewed the limitation of liability provisions and advised staff accordingly. SP+ liability shall not exceed $3,000,000.00 in the event the online parking reservation system experiences an outage. Given the type of services being performed under the Agreement and temporary outages of the reservation system are not anticipated to have a significant financial or operational impact due to the fact reservations are not required for parking at PBI, staff is recommending approval of this Amendment. **Countywide (AH)**

Background and Policy Issues: On July 11, 2023, the Board of County Commissioners (BCC) approved an Airport Parking Facilities Management Agreement with SP Plus Corporation (R2023-0981). On January 23, 2024, the BCC approved an Amended and Restated Airport Parking Facilities Management Agreement (R2024-0047). SP Plus Corporation converted to a limited liability company on December 27, 2024, resulting in a name change to SP Plus LLC. On December 10, 2024, the BCC approved $39 per day as the initial maximum daily rate for valet services (R2024-1694). Parking reservations will guarantee customers a parking space within the selected public parking facility, but will not reserve a specific space. As the public parking facilities reach capacity, the facilities will be closed to customers who have not made a reservation to ensure spaces remain available to reservation customers. Equipment necessary for the implementation of parking reservations will be purchased through HUB Parking Technology USA, Inc. (R2008-0172), as the provider of PBI's parking and revenue control equipment to ensure compatibility with existing hardware and software. It is currently anticipated that valet services will be made available on a reservation basis to reduce operational complexity and eliminate the need for additional equipment for transaction processing.

Attachments:

1. First Amendment to Amended & Restated Parking Facilities Management Agreement (3)

Recommended By: [signature] 11/14/25
Department Director — Date

Approved By: [signature] 11/17/25
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	$412,500	$618,750	$618,750		
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$412,500	$618,750	$618,750		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ___
Does this item include the use of federal funds? Yes ___ No X
Does this item include the use of state funds? Yes ___ No X

Budget Account No: Fund 4100 Department 120 Unit 1340 Object 3401
Reporting Category ___________

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item provides budget for valet services at PBI. The estimated cost of valet services is $618,750 per year. The fiscal impact above assumes valet services will be implemented by February 1, 2026. Transaction fees for parking reservations will be paid by the customer at the time of reservation. Operating revenues are not included as they are not guaranteed and cannot be approximated at this time.

C. Departmental Fiscal Review: Laura Burke for Debbie Sorensen

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

11/7/25
OFMB 11/7

11/12/25
Contract Dev. and Control
11.7.25
11-12-25

B. Legal Sufficiency:

11-17-25
Assistant County Attorney

C. Other Department Review:

____
Department Director

REVISED 11/17

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

FIRST AMENDMENT TO AMENDED AND RESTATED AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT AT PALM BEACH INTERNATIONAL AIRPORT

This First Amendment to Amended and Restated Airport Parking Facilities Management Agreement ("Amendment") is made and entered into this 2nd day of December, 2025 by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and SP Plus LLC, a Delaware limited liability company ("Operator"), having its office and principal place of business at 501 Santa Monica Blvd., Ste. 200, Santa Monica, CA 90401.

WITNESSETH:

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

WHEREAS, SP Plus Corporation submitted a response to County's request for proposals for Airport Parking Management Agreement, RFP PB 23-6, issued on February 27, 2023 ("RFP"); and

WHEREAS, the SP Plus Corporation and County entered into that certain Airport Parking Facilities Management Agreement dated July 11, 2023 (R2023-0981) ("Original Agreement"); and

WHEREAS, the SP Plus Corporation and County entered into that certain Amended and Restated Airport Parking Facilities Management Agreement (R2024-0047) ("Agreement") dated January 23, 2024, which amended, replaced and restated the Original Agreement in its entirety; and

WHEREAS, SP Plus Corporation converted from a corporation to a limited liability company, SP Plus LLC, on December 27, 2024; and

WHEREAS, the parties desire to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and 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:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.28 of the Agreement** is hereby deleted in its entirety and replaced with the following:

   2.28 Gross Revenues means all sums due County, whether paid or unpaid, from customers for the use of the Airport's Public Parking Facilities. Gross

Revenues shall include, but shall not be limited to:

A. Revenues Operator should have collected under the provisions of this Agreement, including, but not limited to, cashier shortages and customer undercharges, whether or not collected;

B. Fees, chargebacks or disallowed collections to County due to actions of Operator's employees, including, but not limited to mishandled credit card receipts and omission of credit card signatures;

C. Cashier overages, in gross, without consideration of cashier shortages;

D. Sales tax;

E. Fees paid for the provision of valet services, excluding gratuities paid for such services; and

F. Fees collected through the Parking Reservation System ("PRS") for use of Airport Parking Facilities.

Gross Revenues shall not include transactions where the customer is exempt from paying, is unable to pay or refuses to pay for use of the Airport Parking Facilities, when such transactions are properly documented in accordance with the procedures set forth in the approved Operations and Procedures Manual, as may be amended, and this Agreement which exclusions shall include, but shall not be limited to:

A. Transactions where the customer presents a Department-issued automated vehicle identification device.

B. Transactions where the customer presents a courtesy parking validation or voucher issued by the Department.

C. Parking for special events or meetings sponsored by the Department. Exemptions for special events or meetings shall be evidenced by a voucher or other similar documentation issued by the Department.

D. Use of Airport Parking Facilities by an Airport tenant or contractor on temporary basis pursuant to a license agreement with County.

E. Transactions that are exempt from payment pursuant to Florida Law, including, but not limited to, Section 316.1964(7), Florida Statutes, as may be amended, which shall be evidenced by a properly completed ADA/Disabled Veteran Ticket Report.

F. Certain non-revenue transactions approved by County, including, but not limited to, delays resulting from malfunction of parking facility equipment and retrieval of a vehicle found to have been stolen when a police report has been filed by the owner, which approval must be documented in writing.

G. Refunds approved by County, which approval must be documented in writing.

H. Gratuities paid to employees for valet services, which shall be accounted for by Operator separately from parking fees collected for such services.

Transactions without proper documentation evidencing an exclusion from Gross Revenues shall not be excluded from Gross Revenues and shall be considered a shortage and be paid by Operator.

3. Article 4, Required Services, of the Agreement is hereby amended to add the following:

4.10 Reservation Services.

A. Operator shall implement, or caused to be implemented through a third-party subcontractor ("PRS Subcontractor"), an online pre-booking PRS, which will enable parking customers to reserve parking spaces within public Airport Parking Facilities managed by Operator as designated by County. Operator acknowledges and agrees that any subcontract entered into by Operator for the benefit of County for the provision of PRS ("PRS Subcontract") shall be subject to the prior written approval of County, which may be granted or withheld in County's sole and absolute discretion, and that County shall be identified as an intended third-party beneficiary of the PRS Subcontract, entitling County to enforce the provisions of the subcontract. Operator agrees that it shall assign the PRS Subcontract to County upon County's request; provided that County agrees to assume all obligations of Operator under the PRS Subcontract.

B. Operator shall be responsible for ensuring the PRS fully integrates with County's parking and revenue control system and associated hardware, equipment, systems, software, firmware and related components ("PARCS"), and for the management of the PRS on behalf of County.

C. Operator shall be responsible for ensuring the PRS Subcontractor satisfies the scope of work, schedule and specifications set forth in the PRS Subcontract approved by the County.

D. Operator acknowledges and agrees all Gross Revenues, including all Gross Revenues collected through the PRS, inclusive of transaction fees, shall be deposited in an account designated by

County, which obligation shall survive the termination of this Section 4.10 until satisfied. Detailed transaction data, along with daily totals (by product type, bankcard type and parking facility) shall be provided to County to allow sales to deposit reconciliation. Operator shall be responsible for the daily reporting and reconciliation of all Gross Revenues collected through the PRS in the Daily Report. Operator shall provide a monthly report of the number of transactions and dollar amounts of all reservation sales by product, earned revenue by product, and unearned revenue by product as defined in the PRS.

E. Payment for the provision of PRS services to County shall be limited to a transaction fee in an amount not to exceed Two Dollars and 99/100 ($2.99) per customer transaction ("Transaction Service Charge), except as otherwise approved by County in writing in its sole and absolute discretion. Unless otherwise approved by County in writing, transaction fees, including Transaction Service Charges and payment gateway fees, shall be charged to the customer and be in addition to, and separate from, the parking fees charged by County for use of the Airport Parking Facilities. Operator shall invoice County on a monthly basis for the provision of PRS services, including the Transaction Service Charges, in arrears for parking transactions processed through the PRS during the preceding month. Operator acknowledges and agrees that County shall not be obligated to pay any costs or expenses for the implementation, management or maintenance of the PRS that are not contemplated by this Agreement or otherwise approved in advance in writing by County, in its sole and absolute discretion.

F. Operator shall be responsible for:

1. Coordinating with County and its designated representative(s) and the PRS Subcontractor and County's PARCS contractor to ensure the PRS is timely implemented in accordance with the schedule approved by County as a part of the PRS Subcontract, including ensuring the timely deployment and testing of any required software or equipment required for the proper operation of the PARCS.

2. Ensuring the PRS Subcontractor complies with the provisions of this Agreement and the approved PRS Subcontract.

3. Management of the Airport Parking Facilities to ensure sufficient spaces are available at all times customers who have pre-booked parking spaces through the PRS;

4. Assisting customers with any issues or complaints with the PRS.

5. Establishing contingency plans for any system outages or failures impacting the PRS or processing of customers to minimize customer inconvenience.

G. The Audit required by Section 6.05 shall include a schedule detailing Gross Revenues collected through the PRS by month and product, number of reservation sales transactions by month and product, and total transaction fees collected by month and product. The schedule shall also include the unearned reservation revenue (revenue collected, but not earned) by month and by product. Operator acknowledges that the Director of Finance may require the annual AUP Report to be supplemented to include PRS transactions as provided in Section 6.05.

H. In addition to the rights and remedies provided for in Article 16 of this Agreement, County shall have the right to terminate PRS services separate and apart from this Agreement upon thirty (30) days prior written notice to Operator, whereupon the parties shall be relieved of all further obligations under this Section 4.10 with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement; provided, however, County agrees that it shall not terminate the PRS services for convenience for a period of one (1) year from the date of commencement of the PRS services. In the event of termination of the PRS services pursuant to this Section 4.10(H), County shall reimburse Operator for the actual, reasonable and necessary costs and expenses to be incurred by Operator pursuant to this Section 4.10, which were approved by County prior to termination of PRS services and will remain outstanding following the date of County's termination for convenience; provided, however, Operator shall take all reasonable actions to mitigate and minimize such costs and expenses.

I. Operator shall remain in compliance with the PRS Subcontract to ensure PRS services are provided in accordance with the requirements of the PRS Subcontract. County agrees that, notwithstanding any provision of this Agreement to the contrary, Operator shall not be liable to County for (i) any loss of profit, (ii) loss of revenue, (iii) loss of savings or anticipated savings, (iv) loss of data (including but not limited to County data), (v) loss or waste of management or staff time, (vi) indirect, special or consequential loss, damage, costs, or expenses arising from, or in connection with, system outages causing the PRS to be temporarily unavailable for customer reservations (whether caused by the negligence of Operator, its servants, subcontractors, agents or otherwise). County agrees that Operator's liability for direct actual loss, damage, costs and expenses incurred by County arising from, or in connection the provision of the PRS services shall not exceed Three Million Dollars ($3,000,000).

J. County acknowledges that County shall not have any Intellectual Property Rights (as hereinafter defined) in the PRS or the website owned and controlled by PRS Subcontractor where the PRS services will be accessed and the PRS subcontractor may grant licenses to use the PRS and the website to third parties. For purposes of this Section, "Intellectual Property Rights" means any and all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, source code, HTML, database rights, and all other intellectual property rights, whether registered or unregistered, and including applications for any of the foregoing and all rights of a similar nature which may exist anywhere in the world.

K. The parties agree that County shall own all data processed through the PRS ("PRS Data"), and Operator shall not have the right to sell or otherwise use the PRS Data for any purpose other than providing the PRS services hereunder. Operator shall ensure County shall have the unrestricted right to use the PRS Data under the PRS Subcontract. The provisions of this Section 4.10(K) shall survive the expiration or earlier termination of this Agreement.

L. County shall remit payment for any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "Sales Tax") based on any Gross Revenues collected utilizing the PRS under this Agreement.

M. Operator shall ensure the PRS Subcontractor adheres to County's information and data security policies and procedures for the Airport and employ information and data security controls in accordance with all applicable laws as now or hereafter amended. Operator agrees to provide County with evidence, reasonably satisfactory to County documenting its compliance with this paragraph. Operator shall require the PRS Subcontractor to notify Operator and County of all cybersecurity incidents related to the PRS. In the event of a cybersecurity incident with the PRS, Operator shall be responsible for ensuring the PRS Subcontractor fully cooperates with County's response team in the event County data or systems are compromised and provide County with an after action report summarizing the incident, include the incident's resolution and any insights gained.

4.11 <u>Valet Services.</u>

A. Operator shall provide valet services to Airport customers desiring valet services in such locations designated by County within the Airport Public Parking Facilities managed by Operator. Operator acknowledges and agree valet parking locations may be modified by

County from time-to-time upon thirty (30) days prior written notice to Operator.

B. Operator shall be responsible for all operational aspects of valet services including, but not limited to: staffing, training, customer service, and all other activities normally associated with the management of valet services. Operator must staff and operate valet services twenty-four (24) hours per day, seven (7) days per week, every day of the year in a first-class manner and with enough personnel to ensure a successful, effective, efficient, courteous and convenient management and operation of valet services.

C. Operator shall submit a separate annual budget for the cost of valet services in accordance with Article 5 of this Agreement.

D. Operator acknowledges and agrees all Gross Revenues for valet services, including all Gross Revenues collected through the PRS (if applicable), inclusive of transaction fees, shall be deposited in an account designated by County, which obligation shall survive the termination of this Section 4.11 until satisfied. Detailed transaction data, along with daily totals (by product type, bankcard type and parking facility) shall be provided to County to allow sales to deposit reconciliation. Operator shall be responsible for the daily reporting and reconciliation of all Gross Revenues collected for valet services in the Daily Report.

E. Operator shall not be permitted to accept cash or SunPass as a method of payment for valet services. County, in its sole discretion, may require valet services be reserved through the PRS.

F. Operator shall be responsible to purchase any necessary software, equipment, furnishings and/or supplies necessary for the provision of valet services, which shall be considered a reimbursable expense. Unless otherwise approved by County in writing, Operator shall provide valet software and equipment that utilizes a ticketless system using mobiles devices for contactless check-in, vehicle retrieval, customer notifications, and customer payments. The valet system shall document details of vehicle check-in time, location, and driver of vehicle storage entries and exits; key management, vehicle inventory, and customer checkout details. Operator agrees that the valet system implemented at the Airport shall be subject to final approval by County.

G. The Audit required by Section 6.05 shall include a schedule detailing Gross Revenues collected for valet services by month and number of valet transactions by month. Operator acknowledges that the Director of Finance may require the annual AUP Report to be supplemented to include valet transactions as provided in Section 6.05.

H. Prior to the commencement of valet services, Operator shall obtain Garage Keepers Legal Liability ("GKLL"), which shall be maintained by Operator until such time as valet services are terminated by County, at a limit of liability of no less than One Million Dollars ($1,000,000) each occurrence. The premium shall be considered a reimbursable expense. Operator shall pay and be financially responsible for any deductible payment associated with a claim, where County's Risk Management, Palm Beach County Sheriff's Department ("PBSO") or the GKLL insurance carrier, determines that the claim was due to the fault of an Operator Party. Operator shall endorse County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the GKLL policy. The "Additional Insured" endorsements shall provide coverage on a primary basis. The "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406," or as otherwise approved or modified by County. Prior to commencing valet services, Operator shall provide an updated Certificate of Insurance, evidencing GKLL coverage satisfying the requirements of this Agreement.

I. Operator shall establish written standard operating procedures ("Valet SOPs") consistent with the requirements of this Agreement for the operation of valet services for review and approval by County, which shall be submitted for approval no less than thirty (30) days prior to the commencement of valet services by Operator, including, but not limited to, financial reporting, procedures for customer claims, reporting of lost or stolen property (including vehicles), key and vehicle management, acceptance of gratuities, and employee conduct. Operator shall comply with the approved Valet SOPs at all times in the provision of valet services.

J. In the provision of valet services, Operator shall:

1. Ensure that each customer vehicle utilizing valet services is properly recorded/accounted for in accordance with the approved Valet SOPs.

2. Ensure each customer vehicle is photographed on all sides at a resolution and brightness level that allows for the identification of all apparent damage, which shall be maintained by Operator by vehicle license plate number.

3. Must provide County a count of all vehicles as of 2:00 a.m., local time, each day, unless otherwise approved by County in writing. Operator must also perform an audit of all keys (the "Key Audit") each night and report the results to County by 10:00 a.m., local time, each day. The Key Audit must measure the accuracy of key placement with the location of parked vehicles.

4. Shall employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record-keeping and customer service duties associated with the efficient and effective operation of the valet services.

5. Shall promptly remove from its employment any employee who, in the reasonable opinion of County, engages in improper conduct or is not qualified to perform valet services.

6. Shall monitor the status of flights and stage vehicles accordingly for returning customers.

7. Shall be responsible for obtaining and maintaining all appropriate licensing and certifications to perform valet services.

K. Operator must ensure that employees assigned to perform valet services:

1. Are bonded against theft, embezzlement and other losses of customer vehicles and personal property and/or property of County.

2. Maintain a valid Florida Driver's License for the types of vehicles being driven.

3. Have no outstanding warrants.

4. Have passed criminal history background check and obtained Airport Identification Media.

5. Have never been charged with and/or convicted of Driving Under the Influence or Driving While Intoxicated.

6. Are familiar with the duties and responsibilities Operator must perform for the valet services.

7. Remain alert, attentive and responsive while on duty.

8. Do not commit any act which may damage to the reputation of the Airport, County or Department.

9. At all times exercise prudent and mature judgment in taking whatever action is necessary to protect the property of County and the customer and to ensure normal, efficient operations.

10. Obey all traffic laws, rules and regulations and/or operating directives of County at all times.

11. Present a professional, positive, and courteous attitude at all times.

12. All supervisory personnel are known to the employees and conduct frequent inspections to ensure that posts, stations and work areas are property staffed with qualified employees and areas are kept clean.

L. In the provision of valet services, Operator shall ensure employees: (a) provide a friendly and professional greeting to all customers whenever and wherever they make contact; (b) Display a positive attitude towards passengers and fellow employees; (c) Remain calm when encountering an upset customer, listen carefully and show empathy to the problem; (d) Never use foul or inappropriate language at any time when on duty; (e) do not eat or smoke at the workplace in the view of customers; (f) present a well-groomed, neat and clean professional appearance; (g) do not nap or sleep while on duty; and (h) assist customers with their luggage to and from their vehicles.

M. Employees providing valet services shall not be permitted to solicit customers for gratuities, including maintaining a "tip jar"; however, they may accept gratuities for exceptional service. Operator shall establish a method of accounting for gratuities separately from Gross Revenues.

N. Operator must promptly, within twenty-four (24) hours, handle and document on appropriate forms, all claims made for losses or damages to vehicles and service complaints. With respect to any claim or complaint, Operator shall furnish County a full written report of the circumstances involved within twenty-four (24) hours after Operator's receipt of said complaint or claim. All allegations of theft shall be immediately reported by Operator to County and PBSO.

O. In addition to the rights and remedies provided for in Article 16 of this Agreement, County shall have the right terminate the provision of valet services by Operator separate and apart from this Agreement upon thirty (30) days prior written notice to Operator, whereupon the parties shall be relieved of all further obligations under this Section 4.11 with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement. Notwithstanding the foregoing, County shall reimburse Operator for the actual, reasonable and necessary costs and expenses to be incurred by Operator pursuant to this Section 4.11, which were approved by County prior to termination of valet services and will remain outstanding following the date of County's termination for convenience; provided, however, Operator shall take all reasonable actions to mitigate and minimize such costs and expenses.

4. **Section 21.01 of the Agreement** is hereby deleted in its entirety and replaced with the following:

21.01 Non-Discrimination in County Contracts. Palm Beach 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, Operator warrants and represents that throughout the term of this 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 a default of this Agreement.

5. **Section 21.02 of the Agreement** is hereby deleted in its entirety and replaced with the following:

21.02 Federal Contract Provisions. Operator shall comply with all applicable Federal Contract Provisions set forth in Exhibit "A", as may be amended. 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 "A". Operator shall require all contractors, subcontractors, sub-tenants 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.

6. **Article 23, Miscellaneous, of the Agreement** is hereby amended to add the following:

23.28 Human Trafficking Affidavit. Operator warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Operator has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

27.29 <u>Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.</u> Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Operator certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars ($50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

7. **<u>Transition to LPR.</u>** The parties acknowledge that County intends to transition from a license plate inventory ("LPI") system to an automated license plate reader ("LPR") system and that County may elect, in its sole discretion, to suspend or limit the conduct of the LPI Inventory (as defined in the Agreement). County agrees to provide Operator with thirty (30) days prior written notice of any changes in procedures with regard to the LPI Inventory requirements of the Agreement; provided, however, Operator acknowledges and agrees that any such change(s) shall not relieve Operator of its obligations under Section 21.04 of the Agreement.

8. **<u>Interim Final Rule.</u>** Operator acknowledges and agrees the Agreement is subject to the provisions of the Interim Final Rule, Docket No. DOT–OST–2025–0897, issued by the United States Department of Transportation ("USDOT"), amending the Airport Concession Disadvantaged Business Enterprise ("ACDBE") Program effective October 3, 2025 ("IFR"). In accordance with the IFR and associated guidance issued by the USDOT Office of Civil Rights dated September 30, 2025, the County is suspending the enforcement of the following provisions of the Agreement until further notice to Operator pending further federal guidance and/or completion of the reevaluation process described in 49 CFR §23.81: the AC/DBE goal as set forth in Section 21.04(A) of the Agreement; provisions requiring the submission of regular progress reports related to the achievement of the ACDBE goal as set forth in Section 21.04(D) of the Agreement; and provisions related to the termination and suspension of ACDBE firms as set forth in Section 21.04(D) of the Agreement.

9. **<u>Ratification of Agreement.</u>** Except as specifically modified herein, all of the terms and conditions of the Agreement, as amended, shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

10. **<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.

11. **<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.

12. **<u>Effective Date.</u>** This Amendment shall become effective when signed by both the parties and approved by the Board of County Commissioners.

{Remainder of page intentionally left blank.}

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

ATTEST: **MICHAEL A. CARUSO,** **CLERK OF THE CIRCUIT COURT** **AND COMPTROLLER**	**PALM BEACH COUNTY,** **A POLITICAL SUBDIVISION OF THE** **STATE OF FLORIDA, BY ITS BOARD** **OF COUNTY COMMISSIONERS**
By: ______________________________ Deputy Clerk	By: ______________________________ **Sara Baxter, Mayor**
APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**	**APPROVED AS TO TERMS** **AND CONDITIONS**
By: ______________________________ County Attorney	By: ______________________________ Director, Department of Airports
Signed, sealed and delivered in the **presence of two witnesses for** **OPERATOR:**	**OPERATOR:** **SP PLUS LLC**
Digitally signed by Jessica Valesky Date: 2025.10.28 16:52:47 -04'00' ______________________________ Signature	By: ______________________________ Signature Digitally signed by Bob Reiser Date: 2025.10.28 16:50:16 -04'00'
Jessica Valesky, Support Specialist Print Name	Bob Reiser Print Name
Digitally signed by Steve Witte Date: 2025.10.28 16:55:10 -04'00' ______________________________ Signature	President - East Airports Title
Steve Witte, VP - Business Analytics Print Name	(SEAL)

CERTIFICATION
OF
CORPORATE RESOLUTION

The undersigned, Erik Jarmusz, does hereby certify that he is a duly elected Assistant Secretary of **SP Plus LLC**, a Delaware **limited liability company** (the "**Company**"); that the following resolution was duly adopted by the member of the Company on January 1, 2025, by written consent in lieu of a meeting, and in accordance with the Delaware Limited Liability Company Act; that the following resolution is in full force and effect and has not been modified or altered, to-wit:

> **RESOLVED**, that any one of the Chairman, Chief Executive Officer, President, any Executive Vice President, any Senior Vice President or any Vice President of the Company be, and each of them hereby is, authorized to execute and deliver any bid or proposal, lease agreement, management agreement, operating agreement or contract, or other instrument or document relating thereto, in the name of and on behalf of this Company, subject, however, to the approval by the Board of Directors of the terms of any agreement providing for the purchase of the total assets or the stock of another individual, partnership or corporation prior to execution of such agreement and any other document in connection therewith.

I, Erik Jarmusz, Assistant Secretary of **SP Plus LLC**, having compared the foregoing resolution with the original thereof, as recorded in the minute book of said company, do certify that the same is correct and a true transcript therefrom, and of the whole of said original resolution.

I further certify that Robert Reiser is a duly elected President of the **Company**.

Given under my hand, in the city of Chicago, state of Illinois this 16th day of April 2025,

Erik Jarmusz
Assistant Secretary & Vice President

Subscribed and Sworn to before me
this 16TH day of APRIL 2025.

Mary Lacroix
Notary Public
My Commission expires: 4-26-27

OFFICIAL SEAL
MARY LACROIX
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/26/27

Exhibit "A"
Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.
During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Operator 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 Agreement.

2. Nondiscrimination: Operator, with regard to the work performed 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. Operator 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 part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Operator 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 Operator of Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Operator 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, Operator 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.

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 Operator under this Agreement until Operator complies; and/or

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

6. Incorporation of Provisions: Operator 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. Operator 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 Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Operator, 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 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 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 sex);
- 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 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.

1. Operator 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 Operator will use the Airport Parking Facilities and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.

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 or re-enter and repossess Airport Parking Facilities and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.
Operator 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. 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 Operator 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. Operator 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. Operator 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.

F. General Civil Rights Provision.
Operator 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 Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator. This provision obligates Operator for the period during which the property is owned, used or possessed by Operator 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"
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **SP PLUS LLC** ("Operator") and attest that Operator 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

(signature of officer or representative)	Bob Reiser, President - East Airports (printed name 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, 28 day of October, 20 25, by Bob Reiser.

Personally known ☑ OR produced identification ☐.

Type of identification produced N/A.

Jessica M Valesky
NOTARY PUBLIC - Jessica Valesky
My Commission Expires: 7-22-2030
State of Ohio at large

JESSICA VALESKY, NOTARY PUBLIC
COMM. EXP. 7/22/2030
STATE OF OHIO

(Notary Seal)