

8/28/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

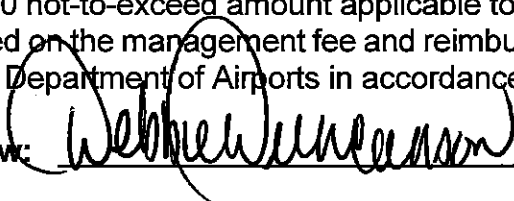
Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs		\$1,100,000			
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$1,100,000			
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Proposed 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

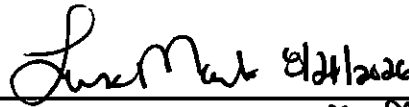
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funding for the Amendment is included in the proposed FY2027 budget. The fiscal impact above reflects the \$1,100,000 not-to-exceed amount applicable to the second renewal term. Actual payments will be based on the management fee and reimbursable expenses pursuant to a budget approved by the Department of Airports in accordance with the Agreement.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 8/24/2026
OFMB QA 8/24
KF 8/21

 8/24/26
Contract Dev. and Control
26, 8-24-26

B. Legal Sufficiency:

 8/27/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

**SECOND AMENDMENT TO
AIRPORT GROUND TRANSPORTATION MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO AIRPORT GROUND TRANSPORTATION MANAGEMENT AGREEMENT ("Amendment"), made and entered into September 15, 2024 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 President Donald J. Trump International Airport, located in Palm Beach County, Florida, formerly know as the Palm Beach International Airport ("Airport"); and

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

WHEAREAS, the parties entered into that certain First Amendment to Airport Ground Transportation Management Agreement dated September 16, 2025 (R2025-1285), providing for the renewal of the Agreement through October 1, 2026 ("First Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment, shall hereinafter be collectively referred to as the "Agreement"; and

WHEREAS, the parties desire to renew the Term of the Agreement for one (1) additional (1) year term and further 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. Terms not defined here shall have the meanings ascribed to them in the Agreement.

2. The Agreement shall be renewed for one (1) additional one (1) year period upon the same terms and conditions as set forth in the Agreement, as amended hereby ("Second Renewal Term"). The Second Renewal Term shall commence on October 1, 2026, and terminate on September 30, 2027, unless terminated sooner pursuant to the terms and conditions of the Agreement, as amended.

3. Section 6.02 (A), Fully Burdened Hourly Rates, of the Agreement is hereby deleted in its entirety and replaced with the following:

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 Second Renewal Term, for a total not-to-exceed amount of Three Million, Three Hundred Thousand Dollars and 00/100 (\$3,300,000.00), which includes the Initial Term and First Renewal Term. Operator acknowledges and agrees that the aforementioned not-to-exceed amounts do 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-to-exceed amounts applicable during the Renewal Term.

4. Section 22.10, Notices, of the Agreement is hereby amended to delete the address for notices to County and replace it with the following:

To County:
Palm Beach County Department of Airports
Attn: Director of Airports
846 Airport Center Drive
West Palm Beach, FL 33406

With a copy to:
Palm Beach County Attorney's Office
Attn: Airport Attorney
301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401

5. Section 22.23, Scrutinized Companies, of the Agreement is hereby deleted in its entirety and replaced with the following:

- A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Operator is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.
- B. When Agreement value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as may be amended, if the Operator is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Operator, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

- 6. Article 22, Miscellaneous, of the Agreement is hereby amended to add the following:

22.27 Digital Accessibility Compliance. Operator acknowledges that County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Operator represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered to County by Operator under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to County by Operator, including, but not limited to, PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Operator shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Operator shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by County to be noncompliant, Operator shall promptly remediate the noncompliance at no additional cost to County and within a timeframe specified by County. Operator shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to County is provided. Failure to comply with this Section shall constitute a material breach of this Agreement.

22.28 Prohibition Against Using Diversity, Equity, and Inclusion Material. Operator hereby certifies to the County that Operator does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595, Florida Statute, as amended.

22.29 Counterparts. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. County may execute this Agreement through electronic or manual means. Operator shall execute by manual means only, unless County provides otherwise.

22.30 Availability of Funds. County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

7. Updated Disclosure of Ownership Interest. Operator has executed the attached Exhibit "C", Disclosure of Ownership Interests, to the Agreement is hereby deleted in its entirety and replaced with Exhibit "C" to this Agreement, which is attached hereto and incorporated into the Agreement by this reference.

8. Updated Nongovernmental Entity Human Trafficking Affidavit. Exhibit "D" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "D" to this Amendment, which is attached hereto and incorporated into the Agreement by this reference.

9. Ratification of Agreement. 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.

10. Conflict. 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. Paragraph Headings. The headings 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. Exhibits. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment and the Agreement by reference.

13. Effective Date. 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 date first written above.

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

Deputy Clerk

Sarah Baxter, 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:

Signed by:



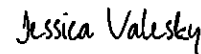
746EB46A5B434DC...

Signature

Steve Witte

Print Name

Signed by:



B8E0B74438D0404...

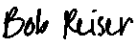
Signature

Jessica Valesky

Print Name

OPERATOR:
SP PLUS LLC

Signed by:



07EEDF40614045E...

Signature

Bob Reiser

Print Name
President - East Airports

Title

EXHIBIT "C"
DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

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

STATE OF Ohio
COUNTY OF Cuyahoga

BEFORE ME, the undersigned authority, this day personally appeared Bob Reiser, 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*

☒ 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 five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, 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.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by 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 knowledge and belief it is true, correct and complete.

FURTHER AFFLIANT SAYETH NAUGHT.

Bob Reiser
Bob Reiser, President - East Airports, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 19 day of August, 2026, by Bob Reiser, President - East Airports, who is personally known to me -OR- produced _____ as identification and who did take an oath.

STATE OF Ohio

COUNTY OF Cuyahoga

My Commission Expires: 7-22-2030

Jessica M Valesky
(Signature of Notary)
Jessica Valesky
(Notary's Printed Name)



EXHIBIT "C"
DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

EXHIBIT "A" to Disclosure of Ownership Interests Affidavit

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.

[illegible]

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 (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.


(signature of officer or representative)

Bob Reiser, President - East Airports
(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, 19 day of August, by Bob Reiser, President - East Airports

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC - Jessica Valesky
My Commission Expires:
7-22-2030



State of Ohio at large

(Notary Seal)