



**THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND  
SP PLUS LLC FOR THE MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE  
PARKING FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
(RFP #2018-06-12-0-AV-04)**

This Third Amendment ("Third Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus LLC (formerly SP Plus Corporation), a Delaware limited liability company ("Contractor") (County and Contractor are collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Agreement between Broward County and SP Plus Corporation for the Management and Operation of the Public and Employee Parking Facilities at Fort Lauderdale-Hollywood International Airport (RFP #2018-06-12-0-AV-04), commencing on August 1, 2019 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated January 19, 2021, and a Second Amendment, dated June 4, 2024. The Original Agreement, as amended by the First Amendment and Second Amendment, is referred to herein as the "Agreement."

C. In 2025, SP Plus Corporation changed its organizational structure and became SP Plus LLC, with no change in its federal employer identification number.

D. The Second Amendment extended the Agreement until July 31, 2025, and provided an option for County to extend for one additional year thereafter; that additional extension was effectively exercised by County, such that the Agreement is currently set to expire on July 31, 2026.

E. The Parties now desire to further amend the Agreement to, among other things, extend the term of the Agreement, set forth the compensation for the extension, and update other terms and conditions of the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, modifications to the Agreement made pursuant to this Third Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and condition of the Agreement shall remain in full force and effect.

3. Commencing upon the expiration of the current term at end of day on July 31, 2026, the term of the Agreement shall be automatically extended on a month-to-month basis, not to exceed one (1) year (i.e., from August 1, 2026, through July 31, 2027). The Director of Purchasing may terminate the Agreement at any time (and for any reason whatsoever) during the month-to-month extension by providing Contractor with written notice of County’s intent not to further extend the Agreement. If the Director of Purchasing provides Contractor with written notice of intent not to further extend the Agreement, the Agreement shall terminate thirty (30) calendar days following the date of such notice, unless otherwise agreed to in writing by the Parties. In the event of such termination, the final payment to Contractor will be prorated for Services rendered through the effective date of the termination.

4. Article 4 of the Agreement is amended as follows:

Contractor shall invoice County, and County will pay Contractor, for Services under this Agreement only in accordance with **Exhibit C**, up to maximum amounts as follows:

<b>Services/Goods</b>	<b>Not-to-Exceed Amount</b>
Fixed Fee for Agreement Year 1 through Agreement Year <del>6</del> <b>8</b>	<del>\$6,028,094.01</del> <b><u>\$8,490,967.92</u></b>
<del>Fixed Fee for Agreement Year 7 (if extended pursuant to Section 3.3. of the Agreement)</del>	<del>\$1,104,149.71</del>
Reimbursable Expenses (including all <del>potential</del> extensions)	<del>\$76,534,060.20</del> <b><u>\$89,726,206.00</u></b>
<b>TOTAL NOT TO EXCEED</b>	<del>\$83,666,303.92</del> <b><u>\$98,217,173.92</u></b>

Payment shall be made only for work actually performed and completed pursuant to this Agreement as set forth in **Exhibit C** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such work. Contractor acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Contractor shall not be reimbursed for any expenses it incurs under this Agreement.

5. Contractor’s “Notices” address as set forth in Section 9.7 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

FOR CONTRACTOR:

Robert Reiser – East Airports  
16200 Brookpark Road, Second Floor, Cleveland, Ohio 44135  
E-mail address: rreiser@metropolis.io

6. Section 9.31 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

9.31 Civil Rights – General. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

7. The title of Section 9.32 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted): “Civil Rights – Title VI Assurances.”

8. Section 9.37 of the Agreement is amended as follows:

9.37 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is has not been identified as a “scrutinized company” pursuant or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and ~~for the duration of~~ throughout the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and ~~for the duration of~~ throughout the ~~Agreement~~ term will remain, in compliance with Section 286.101, Florida Statutes.

9. Section 1, “Fixed Fee,” of **Exhibit C** is amended in relevant part to read as follows (bold/underlining omitted):

...

<b>Agreement Year</b>	<b>Fixed Fee (annual)</b>
Agreement Year 1	\$942,883.00
Agreement Year 2	\$966,455.00
Agreement Year 3	\$990,617.00
Agreement Year 4	\$1,015,382.00
Agreement Year 5	\$1,040,767.00
Agreement Year 6	\$1,071,990.01
Agreement Year 7	\$1,104,149.71
Agreement Year 8	\$1,358,724.20
<b>Total</b>	<b>\$8,490,967.92</b>

...

10. Section 8 of the Second Amendment is hereby deleted in its entirety and is of no further force or effect.

11. **Exhibit G** of the Agreement is deleted in its entirety and is replaced and superseded with the revised **Exhibit G** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit G** shall be deemed to refer to **Exhibit G** attached hereto.

12. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Director of Aviation, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

13. Anti-Human Trafficking. By execution of this Third Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

14. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

16. Contractor acknowledges that through the date this Third Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

17. The effective date of this Third Amendment shall be the date of complete execution by the Parties.

18. This Third Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 202\_; and Contractor, signing by and through its duly authorized representative.

COUNTY


ATTEST:


BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

Jessica  
By Alvarez  Digitally signed by Jessica  
Alvarez  
Date: 2026.02.17  
13:00:34 -05'00'  
\_\_\_\_\_  
Jessica Alvarez (Date)  
Assistant County Attorney


Israel  
By Fajardo  Digitally signed by Israel  
Fajardo  
Date: 2026.03.02  
11:11:24 -05'00'  
\_\_\_\_\_  
Israel Fajardo (Date)  
Senior Assistant County Attorney

JA/em  
SP Plus Parking 3rd Amendment  
01/29/2026  
#1207479.3

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND  
SP PLUS LLC FOR THE MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE  
PARKING FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
(RFP #2018-06-12-0-AV-04)**

**CONTRACTOR**

SP PLUS LLC

By:  Digitally signed by Robert Reiser  
Date: 2026.02.05 11:19:51 -05'00'  
Authorized Signer

Robert Reiser, President - East Airports  
Print Name and Title

5th day of February, 2026

## **EXHIBIT G - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Nondiscrimination in federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (nondiscrimination on the basis of disability in programs or activities receiving federal financial assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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, subrecipients, and contractors, whether such programs or activities are federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (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) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38; and

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

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor 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 the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor 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, the Contractor 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 contract, the Sponsor 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 the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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