

## FOURTH AMENDMENT TO AGREEMENT

This **FOURTH AMENDMENT TO THE PARKING MANAGEMENT SERVICES AGREEMENT** (Amendment) is made and entered into as of the \_\_\_\_ day of June 2026, by and between the City of Fresno California, a municipal corporation (City), and SP Plus LLC, a Delaware limited liability company duly admitted in good standing to do business in California (Contractor).

### RECITALS

**WHEREAS**, City owns and operates the Fresno Yosemite International Airport, a public airport (Airport), located in the City of Fresno, California; and

**WHEREAS**, City provides automobile parking facilities in the vicinity of the Airlines Passenger Terminal Building at the Airport (Terminal) for use by the public and employees; and

**WHEREAS**, Contractor and City (each a Party; collectively the Parties) have heretofore entered into a Parking Lot Management Agreement on February 26, 2014, entered into a First Amendment to The Parking Management Agreement on December 1, 2015, entered into a Second Amendment to The Parking Management Agreement on August 31, 2018, and entered into a Third Amendment to The Parking Management Agreement on December 6, 2024 (collectively referred to as the Agreement); and

**WHEREAS**, the Parties desire to amend the Agreement upon the terms and conditions herein set forth; and

**WHEREAS**, City hereby exercises all available options to further extend the term of the Agreement through March 31, 2034.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. Equipment: Technology & Service Fees.

a. *Equipment and Installation.* At its sole expense, Contractor agrees to procure and install Contractor's or its affiliates' proprietary parking and revenue access equipment, which may include computer vision technology, mobile application and associated and necessary signage (collectively, the "Equipment") as more fully described in Contractor's proposal, which is attached hereto as Schedule A, and shall have the right to make alterations and/or upgrades to the Equipment. City approves the installation of the Equipment at the Parking Facilities in Contractor's commercially reasonable discretion and acknowledges Contractor shall utilize the Equipment as the primary parking revenue and access control system at the Parking Facilities for the duration of the term of the Agreement. Additionally, City elects to proceed with digital exit displays at 8 lanes, the \$80,000 total cost of which shall be amortized and financed over 3 years as outlined in Schedule A. Contractor shall be free to make alterations and/or enhancements to the Equipment. Contractor shall repair and maintain the Equipment in good working order. As between City and Contractor, title to the Equipment and any other personal property related to the Equipment placed on the Parking Facilities by Contractor shall be retained

by Contractor who shall also be entitled to remove the Equipment, including after the termination and/or expiration of the Agreement except as stated in Section 2 below.

b. *Deactivation of Existing Equipment.* Contractor shall be authorized to partially or fully deactivate any existing parking revenue and access control equipment located at the Parking Facilities as of the date of this Amendment.

c. *Software-as-a-Service Fee.* In consideration of Contractor's negotiation of the initial capital and ongoing operating expense for the Equipment, City agrees to pay a monthly software-as-a-service fee, as further described in Schedule A ("**SaaS Fee**"). The SaaS Fee shall escalate by three percent (3.0%) annually on the anniversary of the Amendment effective date. The SaaS Fee shall replace the Base Management Fee as described in Section 7.02 of the Agreement. Notwithstanding the foregoing, if (i) any new or improved features are ever added or implemented to or for the Equipment, and City agrees to accept such new or improved feature, the Parties shall renegotiate the SaaS Fee in Contractor's favor and in good faith. The Parties acknowledge that the SaaS Fee is separate from, and does not replace, the reimbursement of Operating Expenses as set forth in Article V.

d. *Customer Transaction Fees.* City acknowledges that a customer transaction fee is assessed to the monthly/group and transient end-user(s) for each use of the Equipment, which shall be retained solely by Contractor or Contractor's affiliate and shall not be included within Gross Receipts or any other sums that City may be entitled to under the terms of the Agreement, if any (the "**Customer Transaction Fee**"). The Customer Transaction Fee shall increase by three percent (3.0%) only at such time as the Airport increases its parking rates. The current Customer Transaction Fees that will be charged to parkers using the Equipment is attached hereto in Schedule A.

e. *Merchant of Record.* Contractor (or its affiliate) shall serve as the Merchant of Record for all parking-related transactions processed through the Equipment. Credit card transactions will be processed via Stripe and deposited into City's designated bank account.

f. *Consumer Paid Credit Card Fee.* For parking stays of less than sixty (60) minutes, City shall reimburse Contractor for credit card fees at the agreed rate of two and one-half percent (2.5%). For stays exceeding sixty (60) minutes, the Customer Transaction Fee currently includes an embedded flat credit card fee of \$0.81. Contractor reserves the right, at its sole discretion, to (i) increase this flat credit card component by three percent (3.0%) annually, or (ii) eliminate the \$0.81 flat fee and instead apply a straight two and one-half percent (2.5%) credit card fee to the transaction.

g. *Title to Equipment.* At all times (i) the Equipment is and shall remain personal property and shall not constitute a fixture, (ii) City does not own the Equipment and City shall not have or acquire any right, title or interest in or to the Equipment, (iii) title to the Equipment shall be retained by Contractor or an equipment financier, as applicable, subject only to any security interest or assignment that Contractor may grant to such equipment financier (if any), (iv) City shall not suffer or permit any lien or encumbrance to attach to the Equipment and (v) City shall refrain from taking any action to bar, restrain or otherwise prevent Contractor, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Facility for the purpose of inspecting the Equipment. Contractor shall be entitled to remove the

Equipment from the Facility upon expiration or earlier termination of the Agreement except as stated in Section 2 below. Notwithstanding anything to the contrary contained herein, the technology and software used in connection with the Equipment or distributed in connection therewith (“Software”) and any Contractor content, information, graphics files, media, materials, including designs and graphics (collectively, “Contractor Content”) including the Contractor databases, systems and applications, and all updates and all copyrights and other intellectual property rights related thereto (collectively, “Contractor IP”) are the property of the Contractor, its affiliates and its licensors (as applicable), and the Contractor, its affiliates, and licensors (as applicable) retain all right, title, and interest in and to the Contractor IP. Any use of the Contractor IP other than as specifically authorized herein is prohibited. All use of the Contractor IP shall inure to the benefit of the Contractor, its affiliates, and licensors. All rights in the Contractor IP are reserved by Contractor, its affiliates, and licensors (as applicable). Data that is derived from the Equipment or processed through Contractor’s technology solution is at all times deemed the property of Contractor. Contractor grants City a non-exclusive, non-transferable, royalty-free license to use said data for internal Airport operational and reporting purposes. Contractor shall provide City with access to real-time dashboards and reporting modules to facilitate audit and reconciliation. Both Parties shall comply with all applicable privacy laws regarding the collection and use of data derived from Computer Vision technology. Except as expressly authorized by Contractor in writing, City agrees not to (a) use, modify, copy, frame, mirror, adapt, scrape, or create derivative works based on the Contractor IP, in whole or in part; (b) rent, lease, loan, sell, distribute, assign, lease, sublicense, or otherwise transfer any right in the Contractor IP; or (c) disassemble, decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or otherwise transfer any right in the Contractor IP. Contractor shall be entitled to decommission the Software associated with the Equipment at the Facility upon expiration or earlier termination of the Agreement.

h. *Waiver of Consequential Damages.* Neither Party shall have any liability with respect to, and the Parties hereby waive, release, and agree not to sue the other upon, any claim for any lost profits, special, indirect, incidental, or consequential damages suffered or incurred by either Party in connection with, arising out of, or in any way related to the Agreement.

i. *Limitation of Liability.* Contractor’s maximum liability to City and its employees or affiliates, whether based in contract, warranty, tort, strict liability or otherwise, arising out of, connected with or resulting from the Equipment or from services provided using the Equipment, shall in no event exceed the sum of all SaaS Fees received by Contractor within the prior twelve (12) months.

j. *Applicability of Equipment Terms.* Parties acknowledge and agree that the Limitation of Liability and Waiver of Consequential Damages provisions set forth in this Section 1 apply solely and exclusively to claims arising directly from the procurement, installation, performance, and operation of the Equipment and Software. Nothing in this Section 1 modifies, limits, supersedes, or reduces any indemnification, insurance, or liability obligations of Contractor under the underlying Agreement with respect to the general provision of parking management services. In the event of a conflict between this Section 1 and the underlying Agreement regarding a claim arising directly from the

Equipment or Software, the specific terms of this Section 1 shall strictly govern; for all other claims, the underlying Agreement shall control.

2. Continuity of Services. If Contractor is not retained in a successive contract to provide parking management services after the expiration of this Agreement, Contractor commits to continue providing Computer Vision services and associated technology to the City or a successor operator under terms substantially similar to those herein to ensure uninterrupted service at the Facility.
3. SKIDATA Contract Concession. Contractor shall manage the upcoming termination of the Technology Work Agreement between SP Plus LLC and SKIDATA Inc., dated February 5, 2025 (the "SKIDATA Agreement"). Contractor's and City's respective financial obligations related to termination of the SKIDATA Agreement are further described in Schedule A. This section shall not take effect until the City provides a written Notice to Proceed.
4. The following is added to Section 11.02 Insurance.

F. COMMERCIAL CRIME COVERAGE which shall be at least as broad as the most current version of the Insurance Services Office (ISO) Crime and Fidelity Form CR 00 20-23 and/or CR 00 28-29 with limits of insurance of not less than \$1,000,000.00. The City of Fresno shall be added as a Loss Payee.

G. CYBER LIABILITY (Privacy and Data breach) insurance Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

5. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
6. Except as amended herein, the Agreement shall be and remain in full force and effect.

**[Signatures on following page]**

**IN WITNESS WHEREOF**, the Parties have executed this Fourth Amendment at Fresno, California, the day and year first written above.

**CITY OF FRESNO,**  
A Municipal Corporation

By: \_\_\_\_\_  
GEORGEANNE A. WHITE  
City Manager

**APPROVED AS TO FORM:**  
ANDREW JANZ  
City Attorney

Signed by:  
By: Christine Charitar 5/14/2026  
66086C14193B4F5...  
Christine C. Charitar Date  
Deputy City Attorney

**ATTEST:**  
AMY K. ALLER  
Interim City Clerk

By: \_\_\_\_\_  
Deputy Date

Address for Notice:  
City of Fresno  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727

**SP Plus LLC,**  
A Delaware Limited Liability Company

Signed by:  
By: Jason Finch \_\_\_\_\_  
FDD523A0433F4B3...  
Jason Finch

Signed by:  
By: Erik Jarmusz \_\_\_\_\_  
DAD63ED5B84C43E...  
President West Airports

Name: Erik Jarmusz

Title: Vice President, Assistant Secretary

Address for Notice:  
SP Plus LLC  
Attn: Legal Department  
501 Commerce Street, Ste. 1210  
Nashville, TN 37203

Attachment:  
Schedule A: Contractor's Proposal

## SCHEDULE A

### Contractor's Proposal



**DATE:** Updated: October 21, 2025

**TO:** Joshua Castellano-Gonzalez, Assistant Director Finance and Administration, City of Fresno, Airports Department  
Melissa Garza-Perry, Airport Properties Manager, City of Fresno, Airports Department  
Marcos Ayala, Airports Property Specialist II, City of Fresno, Airports Department

**FROM:** Rob Mitchell, Vice President of Aviation, Metropolis  
Jason Finch, President - West Airports, Metropolis

**SUBJECT:** **Metropolis Computer Vision Technology Overview and Proposal**

---

We are pleased to present Fresno Yosemite International Airport (“FAT”) with an overview and proposal to implement Metropolis Computer Vision - in combination with deploying our reservations and revenue management system, AeroParker - at the airport’s parking facilities. Our proposal enables FAT to fully exit the complexities and costs of managing PARCS operations, which will enable the airport to realize immediate cost savings. This document provides an overview of key benefits and financial terms. In addition, you will find Exhibit 1 outlines the financial operating processes with the Computer Vision system.

#### **Metropolis Computer Vision Advantages**

- Enhanced guest and employee parking experience enabled by License Plate Recognition (LPR)–based frictionless entry and exit.
- Fully contactless and app-free payment experience.
- Real-time transaction processing and analytics.
- Routine software updates at no additional cost.
- 24/7 Customer Support - with no reduction in staffing levels at FAT airport.
- Enhanced data dashboards and analytics (including ZIP code and Net Promoter Score).
- Ongoing monitoring and performance optimization.
- Customer support tools including text-based receipts and reminders.
- Significant reduction in FAT operating expenses from reduced PARCS-related expense and credit card fees.

**Summary of Key Terms**

**Annual Software-as-a-Service (SaaS) Fees**

\$191,850 (\$15,987.50 per month) | Replaces fixed annual management fee of \$126,671 (\$10,555.92 per month) and reclassified as SaaS subscription fee (an increase of \$65,179) and escalates by 3% per contract year.

**Anticipated PARCS-Related Operating Expense Savings for FAT**

Nets FAT at least **\$450K of annual operating expense savings.**

**Reduction of PARCS-related opex, totaling \$156K annually:**

1. Reduction of ~\$132K of PARCS preventive and ad hoc maintenance expense
2. Reduction of \$3K in SKIDATA Licensing Fee
3. Reduction of \$60K SKIDATA SaaS fee
4. Reduction of ~\$26K in printing and administrative costs
5. Offset by an increase of ~\$65K in SaaS fees to Metropolis

**Credit card fee expense reduction of >\$300K annually:** We project FAT will realize significant additional savings from reduced credit card fee expense.

**Consumer Transaction Fees**

Grace period	\$0.00
<=60 minutes*	\$0.99
Stays 1 - 4 hours**	\$1.80 per transaction
Stays >= 4 hours**	\$2.80 per transaction
Reservations**	\$3.80 per transaction
Employee monthly	\$2 per month (concession of 40% relative to standard rates)

*\* Credit card fees for parking stays <= 60 minutes will be treated as a reimbursable expense.*

*\*\* Credit card fees of \$0.81 per transaction included in the Consumer Transaction Fee schedule above.*

*Note: All Consumer Transaction Fees are subject to a 3% increase only at the time the Airport increases parking rates.*

<b>SKIDATA Contract Concession</b>	Metropolis will reimburse the Airport \$243,637.50 within 30 days of receiving funds from SKIDATA or contract approval, whichever comes later.
<b>Included Computer Vision Services</b>	<ol style="list-style-type: none"> <li>1. Provisioning of the Metropolis platform, including cameras and the proprietary computer vision software.</li> <li>2. Specialist management applications.</li> <li>3. Technology warranties.</li> <li>4. Additional services, such as customized reporting requirements.</li> </ol>
<b>Additional Included Capabilities</b>	<ol style="list-style-type: none"> <li>1. Full aviation reporting package, which includes dynamic data and analytics dashboards.</li> <li>2. Validations features for business guests.</li> <li>3. Monthly parker capabilities for employees - eliminating the need for AVI tags.</li> <li>4. Full integration with AeroParker reservations.</li> <li>5. Ability to handle special groups (e.g. disabled veterans) who are eligible for free or discounted parking.</li> </ol>
<b>Implementation Timeline</b>	60-90 days following approval
<b>Digital Exit Displays:</b>	The Airport elects to procure digital exit displays for eight (8) lanes at a total aggregate cost of \$80,000.00. Said capital expenditure shall be amortized over a term of thirty-six (36) months at an annual financing rate of 6.75%. Consequently, a monthly amortization payment in the amount of \$2,461.03 shall be assessed for the duration of the three (3) year term.
<b>Term</b>	Co-terminus with expiration of base term or any option years afforded under the parking management contract.

---

If Metropolis is not retained in a successive contract to provide parking management services at FAT after the expiration of the agreement and FAT wishes to continue utilizing the Metropolis Computer Vision system, Metropolis will work with the airport to provide the continuation of the System and associated Services.

---

### **Exhibit 1: Financial operating processes and Metropolis 'Check and Balances' for FAT**

**Current Process Summary:** Currently, the Airport has three levels of separation: SP+ collects the revenues and deposits cash and checks; SKIDATA reports the generated revenues and transactions; and Heartland processes and deposits credit card transactions. SP+ provides daily transaction and revenue reports from SKIDATA that Airport Properties reconciles and matches to Heartland batches, and Airport Finance posts cash and credit card deposits.

**What will change upon deployment?:** The existing process will be maintained with key technology substitutions only. Metropolis will replace SKIDATA as the technology solution and Stripe will replace Heartland as the credit card processor.

**What enhancements will exist in the process upon deployment?:** Upon deployment, airport staff will be granted access to Metropolis's dashboards and reporting modules. This directly addresses airport staff's prior requests for access to the SKIDATA reporting module, which was previously denied to them. The Metropolis system will provide staff with the tools for real-time data analysis, reporting, reconciliation, and audit all accessible at any time.

#### **How will deposits be made and at what frequency?:**

- **Cash deposits:** There will be no change to the current process. The armored car service (GARDA) will continue to pick up deposits six (6) days per week and deposit them into the same bank account as they currently do.
- **Credit card transactions:** Stripe will directly deposit funds on a daily basis, excluding weekends and holidays. The deposits will be made by Stripe into the same bank account currently used for Heartland deposits.