



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	<u>\$1,660,377</u>	<u>\$1,013,250</u>	_____	_____	_____
Operating Costs	<u>\$180,000</u>	<u>\$75,000</u>	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$1,840,377</b></u>	<u><b>\$1,088,250</b></u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in the 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 2547 Object 4620  
 Fund 4111 Department 121 Unit A355/A433/A212 Object 6504/6505

Reporting Category \_\_\_\_\_

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

The projects are funded in FY2024 and FY2025.

Capital funding unit A433 will be exhausted by projects related to carousel one and the tech refresh, then will move on to unit A355 to complete funding.

Capital funding units A355/ A212 will be used for the funding of carousel one, carousel six, tech refresh, and other miscellaneous BHS projects.

**C. Departmental Fiscal Review:**

Webb Duncanson (26) 4/18/24

**III. REVIEW COMMENTS**

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

Sharon [Signature] 4/19/2024  
 4/19 OFMB [Signature]

Trunda [Signature] 4/29/24  
 Contract Dev. and Control  
 4/29/24

**B. Legal Sufficiency:**

Arme [Signature] 4-29-24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**FIRST AMENDMENT  
TO CONTRACT FOR  
OPERATION AND MAINTENANCE OF BAGGAGE HANDLING  
SYSTEMS AT PALM BEACH INTERNATIONAL AIRPORT  
(Contract No. 23-015/MD)**

**THIS FIRST AMENDMENT**, dated May 14, 2024, to Contract No. 23-015/MD, dated February 7, 2023, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Oshkosh AeroTech, LLC, located at 7300 Presidents Drive, Orlando, FL, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, John Bean Technologies Corporation and the COUNTY entered into that certain Contract dated February 7, 2023 (R-2023-0219), hereinafter referred to as the "Contract", whereby the CONTRACTOR agreed to operate, maintain, and repair all inbound, outbound automated Checked Baggage Inspection System/Checked Baggage Reconciliation Areas (CBIS/CBRA), and manual sortation Baggage Handling Systems (BHS) and related equipment at the Palm Beach International Airport; and

**WHEREAS**, on August 1, 2023, John Bean Technologies Corporation entered into an Assignment and Assumption Agreement to assign, transfer, convey and deliver all John Bean Technologies Corporation's right, title and interest in and to the Contract to JBT AeroTech Corporation, and JBT AeroTech Corporation accepted such assignment, transfer and conveyance; and

**WHEREAS**, on February 16, 2024, JBT Aerotech Corporation changed its name to Oshkosh Aerotech, LLC; and

**WHEREAS**, the parties desire to modify the Contract as provided for in this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. RECITALS:

The above recitals are true and correct and are incorporated by reference.

2. ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph A, is hereby deleted in its entirety and replaced with the following:

“A. The total amount to be paid by the COUNTY under this Contract for all operations and maintenance services, subcontracted work, reimbursable parts/materials, and special project work shall not exceed a total contract amount of Seven Million Three Hundred Forty-Six Thousand Three Hundred Twenty-Four Dollars and Seventy Cents (\$7,346,324.70). For performance of operation and maintenance of the BHS, the CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B. The total amount to be paid by the COUNTY under the Contract for operations and maintenance shall not exceed Three Million Ninety-Nine Thousand Forty-Eight Dollars and Seven Cents (\$3,099,048.07).

The total amount to be paid by the COUNTY under this Contract for Special Project Work, including, but not limited to, subcontracted/support work, parts, equipment, supplies and software shall not exceed Four Million Two Hundred Forty-Seven Thousand Two Hundred Seventy-Six Dollars and Sixty-Three Cents (\$4,247,276.63).

The CONTRACTOR shall notify the COUNTY’s representative, in writing, when ninety percent (90%) of the total “not-to-exceed amount” has been reached.”

3. EXHIBIT A, SCOPE OF WORK/SERVICES, Section 17, SUBCONTRACTING, first paragraph, is hereby deleted in its entirety and replaced with the following:

“The CONTRACTOR shall subcontract with sole source subcontractor Brock Solutions for the performance of the services identified in Attachment A in the amount not-to-exceed Nine Hundred Forty-Five Thousand Dollars and No Cents (\$945,000.00) within thirty (30) days of the date of a written notice to proceed from DOA, unless otherwise approved in writing by DOA.”

4. Exhibit A, SCOPE OF WORK/SERVICES, Section 18, MISCELLANEOUS REQUIREMENTS, subsection K., is hereby deleted in its entirety and replaced with the following:

“K. CONTRACTOR shall oversee a software/hardware upgrade to the Upper-Level Control System for the BHS. CONTRACTOR will serve as project management and technical support for the COUNTY, with Brock Solutions performing the majority of the planning, design, and provision of software/hardware as provided in Section 17 (Attachment A).”

5. The COUNTY hereby consents to the assignment of the Contract to the CONTRACTOR pursuant to Article 17 of the Contract.
6. All other provisions of the Contract are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
7. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIRST AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

**THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this First Amendment to the Contract on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

WITNESSES:

Daniel Pohly  
Daniel Pohly (Apr 17, 2024 14:52 MDT)  
Signature

Daniel Pohly  
Name (type or print)

Steven Maughan  
Steven Maughan (Apr 17, 2024 14:48 MDT)  
Signature

Steven Maughan  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Anne Delgado  
County Attorney

CONTRACTOR:

Oshkosh AeroTech, LLC  
Company Name

BY: Frank Moore  
Frank Moore (Apr 17, 2024 14:48 MDT)  
Signature

Frank Moore  
Typed Name

President/General Manager  
Title

APPROVED AS TO TERMS  
AND CONDITIONS

By: Laura Beebe  
Laura Beebe, Director of Airports









# Contract No. 23-015-MD\_First Amendment 4.17.24sl

Final Audit Report

2024-04-17


Created:	2024-04-17
By:	Steve Maughan (Steve.Maughan@JBTC.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA69nFRWo0qAMdknjxGadNhTbUU5Fp9Ti


## "Contract No. 23-015-MD\_First Amendment 4.17.24sl" History


-  Document created by Steve Maughan (Steve.Maughan@JBTC.COM)  
2024-04-17 - 8:40:17 PM GMT
-  Document emailed to fmoore@oshkoshatech.com for signature  
2024-04-17 - 8:47:21 PM GMT
-  Document emailed to dpohly@oshkoshatech.com for signature  
2024-04-17 - 8:47:22 PM GMT
-  Document emailed to smaughan@oshkoshatech.com for signature  
2024-04-17 - 8:47:22 PM GMT
-  Email viewed by fmoore@oshkoshatech.com  
2024-04-17 - 8:47:40 PM GMT
-  Signer fmoore@oshkoshatech.com entered name at signing as Frank Moore  
2024-04-17 - 8:48:07 PM GMT
-  Document e-signed by Frank Moore (fmoore@oshkoshatech.com)  
Signature Date: 2024-04-17 - 8:48:09 PM GMT - Time Source: server
-  Email viewed by smaughan@oshkoshatech.com  
2024-04-17 - 8:48:15 PM GMT
-  Email viewed by dpohly@oshkoshatech.com  
2024-04-17 - 8:48:45 PM GMT
-  Signer smaughan@oshkoshatech.com entered name at signing as Steven Maughan  
2024-04-17 - 8:48:53 PM GMT




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 Document e-signed by Steven Maughan (smaughan@oshkoshaerotech.com)  
E-signature hosted by Steve Maughan (Steve.Maughan@JBTC.COM)  
Signature Date: 2024-04-17 - 8:48:55 PM GMT - Time Source: server

 Signer dpohly@oshkoshaerotech.com entered name at signing as Daniel Pohly  
2024-04-17 - 8:52:07 PM GMT

 Document e-signed by Daniel Pohly (dpohly@oshkoshaerotech.com)  
Signature Date: 2024-04-17 - 8:52:09 PM GMT - Time Source: server

 Agreement completed.  
2024-04-17 - 8:52:09 PM GMT



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**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of August 1, 2023 by and between John Bean Technologies Corporation, a Delaware corporation (“Asset Seller”), and JBT AeroTech Corporation, a Delaware corporation (“Asset Buyer”, and, together with Asset Seller, each a “Party” and together the “Parties”).

WHEREAS, Oshkosh Corporation, a Wisconsin corporation, Asset Seller and Asset Buyer are parties to that certain Stock and Asset Purchase Agreement, dated as of May 26, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which, among other things, Asset Seller agreed to assign, transfer, convey and deliver to Asset Buyer, on the terms and subject to the conditions set forth in the Purchase Agreement, certain assets primarily used or held for use in the conduct of the Business (excluding any Local Transferred Asset or any Excluded Asset) that is held by Asset Seller or any of its Affiliates (other than a member of the Company Group) (collectively, the “Purchased Assets”); and

WHEREAS, Asset Seller desires to execute this Agreement to assign, transfer, convey and deliver to Asset Buyer, effective as of the Closing, all of Asset Seller’s rights, title, interest and obligations under the Contracts set forth on Exhibit A (all such Contracts, collectively, the “Assigned Contracts”).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, and with the intent to be legally bound, Asset Seller and Asset Buyer hereby covenant and agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignment of Assigned Contracts. Effective as of the Closing, Asset Seller hereby irrevocably assigns, transfers, conveys and delivers to Asset Buyer all of Asset Seller’s rights, title and interest in, to and under each Assigned Contract and all other rights related thereto, other than to the extent any such rights, title or interest constitute Local Transferred Assets or Excluded Assets under the Purchase Agreement.
3. Assumption of Assigned Contracts. Effective as of the Closing, Asset Buyer hereby irrevocably accepts the foregoing assignments and assumes and agrees to satisfy and discharge when due all of Asset Seller’s obligations under the Assigned Contracts, other than to the extent such obligations constitute Local Assumed Liabilities or Retained Liabilities under the Purchase Agreement.
4. Controlling Document. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall be deemed to enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any liabilities, duties or obligations imposed by the Purchase Agreement. This Agreement is intended only to effect the assumption of the Assigned Contracts pursuant to the Purchase Agreement and shall be subject entirely to the terms and conditions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the provisions of the Purchase Agreement shall control.

5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the Parties and such assigns, any legal or equitable rights hereunder.
6. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by any Party without the prior written consent of each other Party. Any attempted assignment in violation of this Section 6 shall be null and void.
7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.
8. Consent to Jurisdiction.
  - (a) Each Party hereby (i) agrees that any Proceeding arising out of, under or relating to this Agreement or any of the transactions contemplated hereby, whether directly or indirectly, or for recognition or enforcement of any judgment rendered in such a Proceeding, will be heard and determined in the Chancery Court of the State of Delaware (and each Party agrees that no such Proceeding relating to this Agreement will be brought by it or any of its Affiliates except in such court), subject to any appeal; provided, that, if the Chancery Court of the State of Delaware lacks subject matter jurisdiction over such a Proceeding, then such Proceeding may be brought in any Delaware state court or any federal court located in the State of Delaware, (ii) irrevocably and unconditionally submits to the exclusive jurisdiction of any such court in any such Proceeding and (iii) agrees not to commence any Proceeding arising out of, under or relating to this Agreement or any of the transactions contemplated hereby in any jurisdiction or courts other than as provided herein.
  - (b) Each Party, on behalf of itself and on behalf of each of its Affiliates, hereby (i) irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or any of the transactions contemplated hereby in any court referenced in Section 8(a), (ii) irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum and (iii) agrees that a final judgment in any such Proceeding brought in any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.
9. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER DIRECTLY OR INDIRECTLY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

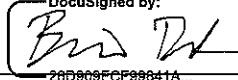
10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party has executed such a counterpart and delivered it to the other Parties. Delivery by a Party of an executed signature page of this Agreement by facsimile, email or other electronic imaging means shall be as effective as delivery by such Party of a manually executed counterpart of this Agreement.
11. Amendments; Waivers. This Agreement may not be amended, except by an instrument in writing signed by each of the Parties. No purported waiver of any right of a Party to enforce any term, condition or other provision of this Agreement shall be enforceable against such Party unless set forth in an instrument in writing signed by such Party, and any such waiver shall be effective only in the specific instance and for the specific and limited purpose for which it was given and shall not be deemed a waiver of any other right under, or provision of, this Agreement or of the same breach or default upon any recurrence thereof. No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.
12. Severability. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is held to be invalid, illegal or incapable of being enforced under any applicable Law or public policy, all other provisions of this Agreement, and the application of such invalid, illegal or unenforceable provision to any Person or circumstance other than that with respect to whom or which it was held to be invalid, illegal or unenforceable, shall nonetheless remain in full force and effect so long as the economic and legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision, or the application thereof to any Person or any circumstance, is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions are consummated as originally contemplated to the fullest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**ASSET SELLER:**

JOHN BEAN TECHNOLOGIES  
CORPORATION

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Brian A. Deck  
Title: President and Chief Executive  
Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT - ASSIGNED CONTRACTS]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. Contract for Operation and Maintenance of Baggage Handling Systems at Palm Beach International Airport, dated as of February 7, 2023, by and between Palm Beach County and John Bean Technologies Corporation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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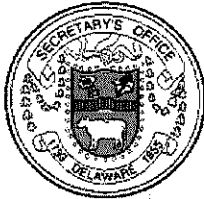
# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "JBT AEROTECH CORPORATION" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "JBT AEROTECH CORPORATION" TO "OSHKOSH AEROTECH, LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF FEBRUARY, A.D. 2024, AT 12:08 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE SIXTEENTH DAY OF FEBRUARY, A.D. 2024 AT 12:01 O`CLOCK A.M.



7263292 8100V  
SR# 20240518258

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 202817713  
Date: 02-15-24

STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A CORPORATION TO A  
LIMITED LIABILITY COMPANY  
PURSUANT TO SECTION 18-214 OF  
THE LIMITED LIABILITY COMPANY ACT

- 1.) The jurisdiction where the Corporation was first formed is Delaware and the date the corporation first formed is February 1, 2019.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The name of the Corporation immediately prior to filing this Certificate is JBT AeroTech Corporation.
- 4.) The name of the limited liability company as set forth in the Certificate of Formation is Oshkosh AeroTech, LLC.
- 5.) The effectiveness of this Certificate of Conversion shall occur on February 16, 2024 at 12:01 a.m., Eastern Time.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 14th day of February, A.D. 2024.

By:



Authorized Person

Name:

Ignacio A. Cortina

Print or Type



Oshkosh AeroTech, LLC  
7300 Presidents Drive  
Orlando, FL 32809

Charles F. Durst  
President, Oshkosh AeroTech, LLC

February 16, 2024

Dear Valued JBT AeroTech Customer,

JBT AeroTech was acquired by Oshkosh Corporation in August 2023. Oshkosh Corporation (NYSE: OSK) is a \$9.7B, 107+ year business with iconic, market-leading brands. Oshkosh designs and manufactures purpose-built vehicles and equipment to help build, protect and serve communities around the world. Oshkosh products are primarily used by firefighters, soldiers, construction, environmental service, airport ground support and refuse workers.

In the Oshkosh portfolio, we adhere to a set of collective values that reflect our commitment to doing business the right way. Conducting ourselves according to the Oshkosh Way means we put people first, we do the right thing, we persevere, and we are better together both inside and outside the walls of our businesses.

Today we pass another milestone in our integration into the Oshkosh portfolio. We are pleased to announce our new branding. Going forward, we are changing from JBT AeroTech Corporation to Oshkosh AeroTech, LLC, with the following new logo:



The logo includes the Oshkosh name, nodding to our future, and the blue elements connect with our impactful past. The dominant "innovation O" connotes forward movement, innovation, and progress. "Oshkosh" brings with it a reputation for quality, ethical strength, and helping people around the world do some of the most challenging jobs. While "AeroTech" reflects our ongoing commitment to our aviation roots with great people, great products, and total support to you, our valued customers.

Thank you for your continued support of Oshkosh AeroTech during this year of transition! Our remittance information (ACH payment instructions and payment mailing address) will not be changing, but in the coming weeks we will be making changes on our invoices and sales contracts. If you have any questions, please do not hesitate to contact me, or your primary Oshkosh AeroTech representative.

Very Truly Yours

A handwritten signature in black ink, appearing to be 'C. Durst', written over a horizontal line.

---

Oshkosh AeroTech, LLC  
7300 Presidents Drive  
Orlando, FL 32809, USA

Phone: 321-299-2031  
[www.oshkosh-aerotech.com](http://www.oshkosh-aerotech.com)