Agenda Item: 6A-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 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 (First Amendment) to Term Contract for the Maintenance of Airport Facilities and Systems, Contract No. 24-059/DJ (Contract) at the Palm Beach International Airport (PBI) with JSM Airport Services, LLC (JSM), increasing the total contract amount by $3,732,000 for completion of renewal and replacement projects to airport facilities and systems serving the commercial service airlines at PBI, including replacement of three (3) passenger boarding bridges (PBBs).

Summary: On September 17, 2024, the Board of County Commissioners (BCC) approved the Contract (R2024-1268) with JSM for the maintenance, repair, renewal and replacement of airport facilities and systems serving the commercial service airlines at PBI, which include, but are not limited to, fixed and mobile PBBs, 400-Hertz and cabin air systems, potable water cabinets, bag lifts and belt loaders, aircraft waste triturator for disposal of airline lavatory waste, and portable wheelchair lift(s). The original contract amount for the period commencing September 30, 2024, and ending on September 30, 2026, was $6,620,728. Approval of this Amendment will provide funding in the amount of $3,732,000 for a total contract amount of $10,352,728 and provide for the completion of necessary projects associated with airport facilities and systems, including the replacement of three (3) PBBs that are in need of refurbishment. The existing PBBs at PBI are nearing the end of their useful life and are scheduled to be fully replaced in fiscal years 2027 and 2028. The estimated cost of refurbishing the three (3) PBBs is approximately $150,000 per PBB. The cost of purchasing a new PBB is approximately $750,000. Taking into consideration the age and condition of the PBBs as well as the cost and time required to complete the refurbishment, the Department of Airports is recommending purchasing three (3) new PBBs rather than repairing the existing equipment. Airlines utilizing the airport facilities and systems at PBI pay for the full cost of this Contract through rates and charges established annually in accordance with the Signatory Airline Agreement (R2019-1155). JSM's principal place of business is Apopka, Florida. This Contract was presented to the Goal Setting Committee (Committee) on December 20, 2023, and the Committee established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Evaluation Preference for SBE Participation. JSM committed to 0.62% SBE participation. To date, the overall SBE participation achieved on the Contract is 0%. Pursuant to changes to Chapter 332, Florida Statutes, effective as of July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of $1,000,000 on a consent agenda. This Amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: Approval of this item will provide for the purchase of new PBBs in lieu of refurbishment of the PBBs, which are nearing the end of their useful life. Fixed PBBs are elevated walkways that connect an airport terminal gate to an aircraft, allowing passengers to board and disembark without going outside. The cabin air system provides air circulation and cooling for PBBs and aircraft parked at the gate, and 400-Hertz frequency converters provide power to an aircraft while parked at a gate. During the Pre-Conditioned Air Point of Use Replacement Project (R2023-1485), it was determined that four (4) PBBs were in need of refurbishment prior to being returned to service. Based on the long lead time for delivery of a new PBB, one (1) PBB is being recommended for refurbishment in Item 3F13 on this Agenda since it is scheduled to be reinstalled this year. The three (3) remaining PBBs are scheduled to be reinstalled in 2026, which provides sufficient time for delivery of the equipment.

Attachments:
1. First Amendment (3) (w/Exhibits E and F)

Recommended By: _____ 7/21/25
Department Director **Date**

Approved By: _____ 8/01/25
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures		$3,732,000			
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		$3,732,000			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in the 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 121 Unit A035 Object 6401
Fund 4111 Department 121 Unit A212 Object 6401/6211

Reporting Category _____

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

The Contract is funded in FY2025 and FY2026. The fiscal impact for the First Amendment includes capital costs in the amount of $3,732,000.00. Capital expenditures in the amount of $940,000 were allocated for FY2025.

C. Departmental Fiscal Review: Debbie Lineanson

III. REVIEW COMMENTS

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

OS 7/25/24

Lisa Martin 7/22/2025
KL 7/22 OFMB

Brenda Znachko
Contract Dev. and Control 7/23/25

B. Legal Sufficiency:

Anne Belgard 7-24-25
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

FIRST AMENDMENT TO CONTRACT FOR MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS FOR PALM BEACH COUNTY DEPARTMENT OF AIRPORTS (Contract No. 24-059/DJ)

THIS FIRST AMENDMENT to Contract No. 24-059/DJ, dated September 17, 2024 (this "Amendment"), is made and entered into as of August 19, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (the "COUNTY"), and JSM Airport Services, LLC, located at 1321 Apopka Airport Road, Hangar #101, Apopka, FL 32712, a corporation authorized to do business in the State of Florida (the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CONTRACTOR and the COUNTY entered into that certain Contract dated September 17, 2024 (R2024-1268) (the "Contract"), wherein the CONTRACTOR agreed to provide Services for the maintenance, repair, renewal and replacement of airport facilities and systems and related equipment and appurtenances serving the commercial service airlines at the Palm Beach International Airport, including, but not limited to, fixed and mobile passenger loading bridges, 400-Hertz and cabin air systems, potable water cabinets, bag lifts and belt loaders, aircraft waste triturator for disposal of airline lavatory waste, and portable wheelchair lift(s); and

WHEREAS, the COUNTY's Department of Airports manages the Services provided by the CONTRACTOR hereunder on behalf of the COUNTY; and

WHEREAS, the COUNTY has elected to replace three (3) passenger loading bridges in lieu of further repair and additional funding is required to fund the cost of the equipment as well as to provide funding for other Projects that may be required during the Initial Term to ensure the continued operation of the airport facilities and systems maintained by the CONTRACTOR pursuant to the Contract; 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 herein by reference. Terms not defined herein have the meanings set forth in the Contract.

2. ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraphs A and B, are hereby deleted in their entirety and replaced with the following:

   A. 1. Initial Term Not to Exceed Amount. The total cost of all services during the Initial Term shall not exceed Ten Million, Three Hundred Fifty-Two

Thousand, Seven Hundred Twenty-Eight and 00/100 Dollars ($10,352,728.00) as further detailed in Table 1 below.

TABLE 1. INITIAL TERM FEES AND EXPENSES		
	Not to Exceed Amounts	**Monthly Maintenance Fees**
1st Maintenance Year (10/1/24-9/30/25)	$ 1,024,992.00	$ 85,416.00
2nd Maintenance Year (10/1/25-9/30/26)	$ 1,055,736.00	$ 87,978.00
Total Labor Costs for routine operation and maintenance services during Initial Term	**$ 2,080,728.00**	
Total Reimbursable Expenses	**$ 3,600,000.00**	
Renewal, Repair & Replacement Projects & Equipment (10/1/24 - 9/30/26)	$ 940,000.00	
First Amendment - Supplemental Funding for Repair, Renewal & Replacement Projects & Equipment (10/1/25 - 9/30/26)	$ 3,732,000.00	
Total Projects for Initial Term	**$ 4,672,000.00**	
Total Not to Exceed Amount for Initial Term	**$ 10,352,728.00**	

2. The CONTRACTOR shall submit invoices to the COUNTY no later than the 20th day of each month for monthly maintenance fees for the preceding month and reimbursable expenses, except as otherwise approved by the Department.

3. Reimbursable expenses during the Initial Term shall not exceed Three Million, Six Hundred Thousand and 00/100 Dollars ($3,600,000.00). Reimbursable expenses include the costs of materials, supplies, parts, equipment, software and any other items required by the CONTRACTOR to perform the Services hereunder, including, but not limited to, the costs of additional labor and subcontracted services required to perform Additional Services. Reimbursable expenses do not include tools or other equipment required to be provided by the CONTRACTOR as provided in Exhibit A, Scope of Work/Services.

4. The cost of renewal and replacement projects and capital equipment ("Projects") shall not exceed Four Million, Six Hundred Seventy-Two Thousand and 00/100 Dollars ($4,672,000.00) during the Initial Term as provided in Table 1. Projects and additional labor and

subcontracted services not included in monthly maintenance fees shall be invoiced in accordance with the approved Additional Services Authorization in accordance with Section 1.3 of Exhibit A, Scope of Work/Services. The parties acknowledge and agree that: (a) the Department shall have the discretion to determine the timing and priority of the Projects to be completed by the CONTRACTOR during the term of this Contract; and (b) the CONTRACTOR's obligation to complete any Projects and Additional Services approved prior to the expiration of this Contract shall survive the expiration of this Contract until completed.

5. The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached in any category listed in Table 1.

B. Renewal Terms. In the event the COUNTY exercises its option to renew the Contract, the parties shall enter into an amendment to the Contract, which shall provide for payment of labor costs for maintenance services provided by the CONTRACTOR in accordance with Exhibit "B", Price Proposal, and the not-to-exceed amount for reimbursable expenses and any additional Project costs as determined by the COUNTY.

3. ARTICLE 11 – SUBCONTRACTING is hereby deleted in its entirety and replaced with the following:

A. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBE) for participation in subcontracting opportunities.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

4. ARTICLE 12 – EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE – PENALTIES is hereby deleted in its entirety and replaced with the following:

A. The parties acknowledge and agree that this Contract is subject to Palm Beach County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

B. It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the "Board") that all segments of its business population including, but not limited to, small, local owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

1. Suspension of this Contract;
2. Withholding of funds;
3. Termination of this Contract based upon a material breach of contract pertaining to the EBO Program compliance;
4. Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
5. Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

C. The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs) set forth in Exhibit C, COUNTY's Request for Proposals (RFP) and the CONTRACTOR's Proposal, which are incorporated herein by reference. Failure to comply with this Article is a material breach of this Contract.

D. CONTRACTOR shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by the COUNTY's Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

E. CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

F. CONTRACTOR must notify the Office of EBO of changes in SBE utilization and receive prior approval of any substitutions.

G. The CONTRACTOR agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act, as may be amended. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, this Contract and applicable law.

H. The Office of EBO shall have right to review CONTRACTOR's records and interview its subcontractors to determine compliance with the requirements of this Article.

Failure to comply with this Article 12 is a material breach of this Contract.

5. ARTICLE 26 – NONDISCRIMINATION is hereby deleted in its entirety and replaced with the following:

ARTICLE 26 - NONDISCRIMINATION

A. The 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, the CONTRACTOR warrants and represents that throughout the term of the Contract, 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 default of the Contract.

B. As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or

debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

6. ARTICLE 38 – FEDERAL NONDISCRIMINATION REQUIREMENTS is hereby deleted in its entirety and replaced with the following:

ARTICLE 38 – FEDERAL CONTRACT PROVISIONS/SUBORDINATION TO GRANT OBLIGATIONS

A. Federal Contract Provisions. The CONTRACTOR shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "E", which may be amended or updated from time to time upon written notice by the COUNTY to the CONTRACTOR, without formal amendment hereto.

B. This Contract shall be subject and subordinate to all the terms and conditions of any instrument and documents under which COUNTY acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. CONTRACTOR understands and agrees that this Contract shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Contract by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Contract to the contrary, CONTRACTOR agrees it shall comply with all Grant Obligations applicable to CONTRACTOR by virtue of this Contract. COUNTY agrees to provide CONTRACTOR with written notice of any new or amended Grant Obligations, which modify CONTRACTOR's obligations hereunder. In the event of conflict between any provision of this Contract and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

7. The definition of "Services" set forth in Section 1.1.k. of Exhibit A, Scope of Work/Services, is hereby deleted in its entirety and replaced by the following:

k. Services means all necessary maintenance, repair, renewal and replacement of airport facilities and systems and related equipment and appurtenances serving the commercial service airlines at the Palm Beach International Airport, including, but not limited to, fixed and mobile passenger loading bridges, 400-Hertz and cabin air systems, potable water

cabinets, bag lifts and belt loaders, aircraft waste triturator for disposal of airline lavatory waste, portable wheelchair lift(s) as further detailed in this Exhibit A, Scope of Work/Services, and Exhibit B, Contractor's Proposal, and shall include Routine Services and Additional Services.

8. Section 1.2.i of Exhibit A, Scope of Work/Services, is hereby deleted in its entirety and replaced with the following:

   i. The CONTRACTOR shall be responsible for the provision of the Services, including, but not limited to, completion of Projects in accordance with Additional Service Authorizations and the provision of labor and supervision for all Services provided hereunder. The CONTRACTOR shall be required to perform the Services twenty-four (24) hours per day, seven (7) days per week, including holidays. All Services performed by the CONTRACTOR pursuant to this Contract are subject to review and approval of the COUNTY.

9. The Contract is hereby amended to add Exhibit F, Disclosure of Ownership Interests.

10. Except as modified herein, all terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Contract and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

11. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in the Contract by reference.

12. 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 Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY, and the CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:

CLERK OF CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Laura Beebe, Director of Airports

WITNESSES:

_____
Signature

Jameson Wright
Name (type or print)

_____
Signature

JAMIE D BURTON
Name (type or print)

CONTRACTOR:

JSM Airport Services, LLC
Company Name

By: _____
Signature

Michael W. Conner
Typed Name

President
Title

EXHIBIT F
DISCLOSURE OF OWNERSHIP INTERESTS
CONTRACT NO. 24-059/DJ

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Michael W Conner, 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***
[X] the President of JSM Airport Services, 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: 1321 Apopka Airport Road, Hangar #101, Apopka, FL 32712

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 AFFIANT SAYETH NAUGHT.

Mike Connor, Affiant
(Print Affiant Name) Michael W Conner

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 14th day of July, 2025, by MICHAEL WAYNE CONNER, [ ] who is personally known to me or [X] who has produced TX DL as identification and who did take an oath.

FATIMA MOHAMED
Notary Public, State of Texas
Comm. Expires 01-21-2026
Notary ID 129683430

Notary Public
FATIMA MOHAMED
(Print Notary Name)

State of Texas County of Tarrant

My Commission Expires: 01/21/2026

DISCLOSURE OF OWNERSHIP INTERESTS

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.

Name	**Address**
JSM Airport Services, LLC is wholly owned (100%) by its parent company JSM & Associates, LLC	
JSM & Associates, LLC is located at 1321 Apopka Airport Road, Unit 101, Apopka, FL 32712-5967	
JSM & Associates, LLC is wholly owned (100%) by John S. Majewski	
John S Majewski	1313 Tappie Toorie Circle, Heathrow, FL 32746