

AGENDA ITEM SUMMARY

☒ **Consent**

[] Workshop

Submitted By: Department of Airports

Approved By: *Pa* 8/25/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>\$400,304</u>	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>\$400,304</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in the Proposed Budget?	Yes	<u>X</u>	No	_____
Does this item include the use of federal funds	Yes	_____	No	<u>X</u>
Does this item include the use of state funds?	Yes	_____	No	<u>X</u>

Budget Account No: Fund 4100 Department 120 Unit 11IT/1430/1110 Object 3101

Reporting Category _____

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

This item provides for payment of licensing fees and technical support services in the amount of \$200,304.09 and budget for additional equipment and services as may be required during the extended term in an amount not to exceed \$200,000.

C. Departmental Fiscal Review: Walter H. Duncan

III. REVIEW COMMENTS

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

Lisa M. M. 8/13/2025
MD 8/13 OFMB JA 8/13

Brundi M. M. 8/13/25
Contract Dev. and Control 26 8.14.25

B. Legal Sufficiency:

Chloe Delmont 8/18/25
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 2 TO
MASTER AIRPORT SERVICES AGREEMENT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
ARINC INCORPORATED, A PART OF COLLINS AEROSPACE**

This **Amendment No. 2** to the **Airport Master Services Agreement** dated _____, 2025, 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 **ARINC Incorporated, a part of Collins Aerospace**, a Delaware corporation having its principal place of business at 2551 Riva Road, Annapolis, Maryland 21401, hereinafter referred to as **COLLINS**.

WITNESSETH

WHEREAS, on January 10, 2023, the COUNTY entered into an Airport Master Services Agreement (R2023-0044) (Agreement) with COLLINS to provide proprietary airport information technology products and/or services solutions consisting of equipment, software licenses, installation, and maintenance services at Palm Beach International Airport, for a term effective through September 30, 2024, with four (4) additional one (1) - year renewal options, the exercise of which are within the COUNTY's sole control and discretion; and

WHEREAS, on September 10, 2024, the COUNTY entered into Amendment No. 1 to the Agreement (R2024-1096) with COLLINS to provide proprietary airport information technology products and/or services solutions consisting of equipment, software licenses, installation, and maintenance services at Palm Beach International Airport, for the provision of professional/consulting services in accordance with Article 3 of the Contract and COUNTY exercised its first, one (1) year renewal option; and

WHEREAS, Article 3 of the Agreement requires a formal amendment to extend the Term of the Agreement; and

WHEREAS, Article 31 of the Agreement requires a written instrument executed and approved in the same manner as the Agreement to modify the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The term of the Agreement is hereby extended for one (1) additional one (1) year period (10/1/25-9/30/26) in accordance with Article 3 of the Agreement.

2. The term of the Exhibit 1-B SOW 002 of the Agreement to provide technical support services is hereby extended for one (1) additional one (1) year period (10/1/25-9/30/26) for a not-to-exceed fee of \$142,805.97.
3. The term of the Exhibit 2 Software License of the Agreement is hereby extended for one (1) additional one (1) year period (10/1/25-9/30/26) for a not to exceed fee of \$57,498.12.
4. Section 5 Changes, paragraph 2 is hereby deleted in its entirety and replaced with the following:

The Parties acknowledge and agree that additional Work may be required during the Term of this Agreement in addition to the SOW Exhibits approved as a part of this Agreement ("Additional Work"). Collins shall submit a proposed SOW for any Additional Work requested by Customer for review and approval by the Department. In the event the proposed SOW is approved in writing by the Department, Collins shall complete the Additional Work in accordance with the approved SOW. The total cost of Additional Work during the Initial Term shall not exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00). The total cost of Additional Work during each option year thereafter shall not exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) per option year for a total not to exceed amount of Six Hundred Thousand Dollars and No Cents (\$600,000.00). In the event of a conflict between this Agreement and any SOW approved pursuant to this paragraph, the terms of this Agreement shall control.
5. Human Trafficking. COLLINS warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. COLLINS has executed Exhibit 3, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the parties have caused Amendment No. 1 to the Agreement to be signed by the Mayor of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and COLLINS, has caused these presents to be signed in its corporate name by its duly authorized officer (Name) _____ (Title) _____, acting on behalf of said COLLINS, and the Seal of COLLINS to be affixed hereto and attested by the Secretary of said COLLINS, the day and year first written above.

ATTEST:
Mike Caruso
CLERK OF THE COUNTY COURT
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

WITNESS:


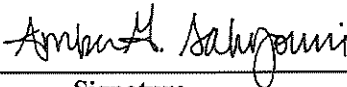
SIGNATURE

Lindsay Leathers

Name (type or print)

CONSULTANT:
ARINC Incorporated, a part of Collins Aerospace

COMPANY NAME



Signature


Amber Sahyouni

Name (type or print)
Associate Director, Contracts

Title

Digitally signed by
Amber G. Sahyouni
Date: 2025.08.05
10:32:41 -04'00'


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 

County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Department Director



08/05/2025

CCO/HDQ-25-0164

Palm Beach County Board of County Commissioners
Department of Airports
Attn: Lauren Scott, PhD
846 Palm Beach International
West Palm Beach, FL 33406

Subject: Sole Source Justification for Add-On Years contract with Palm Beach County in respect to the service, maintenance, L3 support, equipment, parts and related peripherals for the Collins Common Use Passenger Processing System (CUPPS) used by Palm Beach Airport (PBI).

Dear Ms. Scott:

ARINC, Incorporated, a part of Collins Aerospace ("Collins") is the sole source provider/manufacture for IT installation, maintenance, L3 support, equipment, parts and related peripherals for the Collins Common Use Passenger Processing System (CUPPS) used by Palm Beach Airport (PBI).

The equipment and parts have a specific fit, form, and function which have been tested and integrated together. The interface used to harmonize the multi-user system environment is proprietary to Collins and unavailable through any other source. Collins has been providing this unique solution since 2018, that was driven by the need to increase ticket counter and gate availability while also allowing flexibility at PBI. To deviate from manufacturer specs and OEM equipment or spare parts will void any warranty.

Best Regards,

A handwritten signature in black ink, appearing to read "Amber H. Sahyouni".

Amber Sahyouni
Associate Director, Contracts
Collins Aerospace