

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** February 3, 2026

Consent  
 Workshop

Regular  
 Public Hearing

**Submitted By:** Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- (A) Third Amendment (Third Amendment) to Term Contract for the Operation and Maintenance of Baggage Handling Systems (BHS) at the Palm Beach International Airport (PBI) (Contract No. 23-015/MD; R2023-0219) (Contract) with Oshkosh AeroTech, LLC (Oshkosh); providing for the operation, maintenance, repair, and improvement of the BHS; increasing the not to exceed amount by \$4,026,036.96; exercising the second one (1) year renewal option; and updating boilerplate contract provisions to ensure consistency with current law; and
- (B) A Budget Transfer in the amount of \$1,067,727.00 in the Airport's Operations Fund to provide budget for the Third Amendment.

**Summary:** On February 7, 2023, the Board of County Commissioners (BCC) approved the Contract for the operation, maintenance, repair, and improvement of the BHS and related equipment at PBI in the amount of \$4,417,698.07 with an initial term of two (2) years with three (3) one (1) year options to renew. The current term of the Contract expires on February 27, 2026. On May 14, 2024, the BCC approved the First Amendment to the Contract (R2024-0574), increasing the contract amount by \$2,928,626.63 for a total contract amount of \$7,346,324.70. On February 4, 2025, the BCC approved a Second Amendment to the Contract (R2025-0173), increasing the Contract amount by \$7,111,174.03 for a total Contract amount of \$14,457,498.73. In addition to the on-going costs of operation, maintenance and repair, both amendments provided for the replacement of baggage claim carousel units. The Third Amendment exercises the second one (1) year option to renew, extending the term to February 27, 2027, and increasing the Contract amount by \$4,026,036.96 for a total Contract amount of \$18,483,535.69. The Third Amendment includes funding for the operation, maintenance, repair and improvement of the BHS and related equipment, including the replacement of one (1) baggage claim carousel unit and a technology update to the control system of the BHS. Airlines utilizing the BHS at PBI pay for the full cost of the system through rates and charges established annually in accordance with the Signatory Airline Agreement (R2019-1155). Oshkosh's principal place of business is Orlando, Florida. The Third Amendment also updates various provisions to ensure compliance with current law, including provisions related to nondiscrimination and human trafficking. The Contract was presented to the Goal Setting Committee (GSC) on July 6, 2022, and the GSC established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Evaluation Preference for SBE Participation up to 15%. Oshkosh committed to 17.60% SBE participation. The SBE participation to date is 14%. 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 provided in Section 287.017, Florida Statutes, on a consent agenda. The Third Amendment exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

**Background and Policy Issues:** The BHS provides for the conveyance of checked baggage from the ticket counters to baggage makeup areas for pick up by the airlines and includes the baggage claim carousels that deliver baggage to arriving passengers. The BHS components are required to meet specific parameters established by the Transportation Security Administration (TSA) for passenger baggage inspection and handling. Equipment updates and replacement are necessary to ensure uninterrupted services for passengers and airlines. John Bean Technologies Corporation entered into an Assignment and Assumption Agreement with JBT AeroTech Corporation on August 1, 2023, which provided for the assignment of the Contract to JBT AeroTech Corporation. On February 16, 2024, JBT AeroTech Corporation changed its name to Oshkosh AeroTech, LLC.

**Attachments:**

1. Third Amendment (3)
2. Budget Transfer

**Recommended By:**

*[Signature]*

*[Signature]*  
Department Director

*1/8/26*

Date

**Approved By:**

*[Signature]*

Deputy County Administrator

*1/21/26*

Date

## II. FISCAL IMPACT ANALYSIS

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

| Fiscal Years                                   | <u>2026</u>        | <u>2027</u>        | <u>2028</u> | <u>2029</u> | <u>2030</u> |
|--|--------------------|--------------------|-------------|-------------|-------------|
| Capital Expenditures                           | <u>\$1,070,000</u> | \$ _____           | _____       | _____       | _____       |
| Operating Costs                                | <u>\$1,724,355</u> | <u>\$1,231,682</u> | _____       | _____       | _____       |
| External Revenues (Grants)                     | _____              | _____              | _____       | _____       | _____       |
| Program Income (County)                        | _____              | _____              | _____       | _____       | _____       |
| In-Kind Match (County)                         | _____              | _____              | _____       | _____       | _____       |
| NET FISCAL IMPACT                              | <u>\$2,794,355</u> | <u>\$1,231,682</u> | _____       | _____       | _____       |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____              | _____              | _____       | _____       | _____       |

Is Item Included in the Current Budget? Yes \_\_\_\_\_ No X  
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 Object 6504

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

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

The Third Amendment increases the not to exceed amount of the Contract by \$4,026,036.96. Approval of this item will provide funds for the operation, maintenance, repair and improvement of the BHS, which is partially funded in the current fiscal year in the accounts listed above with local funds.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

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

Lisa Muth 11/12/2026  
OFMB 11/12  
RKF/12

Brandi Brack 11/15/26  
Contract Dev. and Control  
26 11/15/26

### B. Legal Sufficiency:

Anne DeFond 11/16/26  
Assistant County Attorney

### C. Other Department Review:

Jessica Comis  
Department Director

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

**THIS THIRD AMENDMENT**, dated \_\_\_\_\_, 2026, 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 County Commissioners ("COUNTY"), and Oshkosh AeroTech, LLC, located at 7300 Presidents Drive, Orlando, FL, a corporation authorized to do business in the State of Florida, ("CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, the COUNTY and John Beach Technologies Corporation ("JBT") entered into that certain Contract dated February 7, 2023 (R2023-0219) ("Contract"), whereby JBT 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 May 14, 2024, the COUNTY approved the assignment of the Contract from JBT to JBT Aerotech Corporation ("JBT Aerotech"); and

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

**WHEREAS**, the parties entered into that certain First Amendment to the Contract, dated May 14, 2024 (R2024-0574) ("First Amendment"); and

**WHEREAS**, the parties entered into that certain Second Amendment to the Contract, dated February 4, 2025 (R2025-0173) ("Second Amendment"); and

**WHEREAS**, the parties desire to amend the Contract as provided for in this Third 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 3 - SCHEDULE is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR shall commence services on February 28, 2023, and complete all services by February 27, 2027, with one (1) one (1) year option for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

3. ARTICLE 4 - PAYMENTS TO CONTRACTOR is hereby amended as follows:

a. 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 shall not exceed Eighteen Million Four Hundred Eighty-Three Thousand Five Hundred Thirty-Five Dollars and Sixty-Nine Cents (\$18,483,535.69), comprised of Seven Million Five Hundred Fifty-Nine Thousand Two Hundred Dollars and Seven Cents (\$7,559,200.07) for the operation and maintenance, and Ten Million Nine Hundred Twenty-Four Thousand Three Hundred Thirty-Five Dollars and Sixty-Two Cents (\$10,924,335.62) for special project work, including but not limited to, subcontracted/support work, parts, equipment, supplies and software.

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

b. Paragraphs I and J are hereby deleted in their entirety and replaced with the following:

I. Contract Closeout Period. The CONTRACTOR shall submit any pending invoice(s) and/or report(s), along with any required documents, to the CONTRACTOR within forty-five (45) business days after the termination or expiration of this Contract in order to close-out this Contract ("Closeout Period"). These invoice(s) and/or report(s), including, but not limited to, vendor performance report(s), shall reflect work required and completed during the Contract term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under this Contract. The CONTRACTOR's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY's discretion to make the final determination whether payment may be made to the CONTRACTOR after the expiration or termination of this Contract.

J. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute the CONTRACTOR's certification that all services have been properly performed, and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

c. Paragraph K is hereby added to read as follows:

K. VSS Registration Required. In order to do business with Palm Beach County, contractors, including the CONTRACTOR, are required to create a Vendor Registration Account or activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at [VSSPRD - Welcome to Palm Beach County's Vendor Self-Service \(VSS\) Registration System](#). If the CONTRACTOR intends to use subcontractors/subconsultants, the CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/ subconsultants agreements must include a contractual provision requiring that the subcontractor/subconsultants register in VSS. The COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

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

#### **ARTICLE 12 – SMALL BUSINESS DEVELOPMENT PROGRAM**

It is the policy of the Board of County Commissioners 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 a Small Business Development (SBD) Ordinance, which is codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the COUNTY's requirements for the SBD program and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within fifteen (15) calendar days of notice of non-compliance, then upon recommendation of sanctions by the Director of SBD or designee in consultation with the COUNTY's Department of Airports regarding the failure of a contractor, vendor, respondent or other business representative to comply with any portion of the SBD Ordinance, the Director of the SBD or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the SBD designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties. Failure to comply with the SBD Ordinance may result in any of the following penalties:

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

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 12 is a material breach of this Contract.

- i. CONTRACTOR shall report all subcontractor payment information on SBD Schedules 3(A) and 4, or as otherwise required by SBD, and, when the SBD portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

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.

- ii. CONTRACTOR must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors/subconsultants 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 SBD Program, its contract with the COUNTY, or any other applicable law.

The Office of SBD has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

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

5. ARTICLE 26 - NON-DISCRIMINATION is hereby deleted in its entirety and replaced with the following:

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 this Contract, including any renewals

thereof, 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 this Contract.

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/subconsultants, 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 discrimination. 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. The CONTRACTOR shall include this language in its subcontracts.

6. ARTICLE 36 - FEDERAL NONDISCRIMINATION REQUIREMENTS is hereby deleted in its entirety and replaced with the following:

#### **ARTICLE 36 - FEDERAL CONTRACT PROVISIONS**

- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations. The CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), 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 this 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 this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR 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 COUNTY 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 this 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.

B. 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, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR 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 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. The CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the CONTRACTOR will use the CONTRACTOR Premises and any License

Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.

2. In the event of breach of any of the above nondiscrimination covenants, the COUNTY will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the CONTRACTOR' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, the COUNTY will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision. The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as the CONTRACTOR. This provision obligates the CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

7. The following Articles are hereby added to the Contract:

**ARTICLE 38 - DISCLOSURE OF FOREIGN GIFTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the CONTRACTOR certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant

or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

#### **ARTICLE 40 - SUBORDINATION TO GOVERNMENTAL AGREEMENTS**

This Contract shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the COUNTY acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. The CONTRACTOR understands and agrees that this Contract shall be subordinate to the provisions of any existing or future agreement between the COUNTY and the United States of America, the State of Florida or any of 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, the CONTRACTOR agrees it shall comply with all Grant Obligations applicable to Licensee by virtue of this Contract. The COUNTY agrees to provide the CONTRACTOR with written notice of any new or amended Grant Obligations, which modify the 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.

8. 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.
9. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this Third 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 Third Amendment to the Contract on behalf of the COUNTY and the CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
MICHAEL A. CARUSO  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BY ITS BOARD  
OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Sara Baxter, Mayor

WITNESSES:

Kari L. Hammon  
Signature

Kari L. Hammon  
Name (type or print)

Angela Vega  
Signature

Sr. Finance Analyst  
Name (type or print)

CONTRACTOR:

Oshkosh AeroTech, LLC  
Company Name

By: Jerry Zabel  
Signature

Pauline Kanouse Gary Barclay  
Typed Name

OAS Bus  
General Manager Controller  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: Laura Beebe  
Laura Beebe, Director of Airports

## EXHIBIT D

### NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

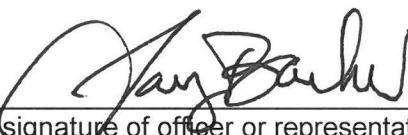
THIS AFFIDAVIT MUST BE SIGNED AND  
NOTARIZED

I, the undersigned, am an officer or representative of

DSAKOSH AEROTECH LLC

(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

  
(signature of officer or representative)

Gary Barlow, Controller  
(printed name and title of officer or representative)

State of Utah, County of Weber

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 7<sup>th</sup> day of January 2020 by Gary Barlow.

Personally known  OR produced identification .

Type of identification produced self.

Jennifer Cox  
NOTARY PUBLIC  
My Commission Expires:  
05/10/2027  
State of Utah at large



(Notary Seal)



**Palm Beach County  
Compliance Summary Report**

| Vendor Number | Vendor Name                                 | AM Best Rating | Insurance Carrier                           | Policy #         | Eff. Date | Exp. Date | Coverage         | Contract Number | Contract Name   |
|---------------|---|----------------|---|------------------|-----------|-----------|------------------|-----------------|---|
| DX00002028    | Oshkosh AeroTech LLC fka JBT AeroTech Corp. | Modified       | Compliant                                   |                  |           |           |                  | 23-015/MD       | Operation and Maintenance of Baggage Handling Systems at Palm Beach International Airport |
|               |   | A+P , XV       | Hartford Fire Insurance Company             | 83ABS68003 (aos) | 10/1/2025 | 10/1/2026 | Auto Liability   |                 |   |
|               |   | A+P , XV       | Hartford Fire Insurance Company             | 83abs68004 (hi)  | 10/1/2025 | 10/1/2026 | Auto Liability   |                 |   |
|               |   | A++G , XV      | Westchester Surplus Lines Insurance Company | G72515511005     | 4/1/2025  | 4/1/2026  | Excess Liability |                 |   |
|               |   | A+P , XV       | Hartford Accident and Indemnity Company     | 83wns68000       | 10/1/2025 | 10/1/2026 | Workers Comp     |                 |   |
|               |   | A+P , XV       | Twin City Fire Insurance Company            | 83wbrs68001      | 10/1/2025 | 10/1/2026 | Workers Comp     |                 |   |

**Risk Profile :** Standard - General Services-AOA

**Required Additional Insured :** Palm Beach County Board of County Commissioners

**Ownership Entity :**

## GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 30182864  
For Annual Performance Bond  
Dated effective 02/29/2024 (MONTH, DAY, YEAR)  
Executed by JBT AeroTech Corporation, as Principal, (PRINCIPAL)  
And by Western Surety Company, as Surety, (SURETY)  
And in favor of Palm Beach County Board of County Commissioners (OBLIGEE)

**In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing**

| INFORMATION    | FROM                     | TO                    |
|----------------|--------------------------|-----------------------|
| Principal Name | JBT AeroTech Corporation | Oshkosh Aerotech, LLC |

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

**This rider is effective** 02/16/2024  
**(MONTH, DAY, YEAR)**

**Signed and Sealed** 04/08/2024  
**(MONTH, DAY, YEAR)**

BY Frank Moore **Oshkosh Aerotech, LLC**  
**PRINCIPAL**

BY Catherine B. Hutson **Western Surety Company**  
**SURETY**  
Catherine B. Hutson, ATTORNEY-IN-FACT

TITLE



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Daniel J Kwiecinski, Lisa Baranzyk, Catherine B Hutson, Individually**

of Milwaukee, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of August, 2023.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

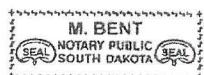
State of South Dakota  
County of Minnehaha

} ss

On this 17th day of August, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of April, 2024.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**OSHKOSH AEROTECH, LLC****ACTION OF THE SOLE MEMBER  
BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being the sole member of Oshkosh AeroTech, LLC, a Delaware limited liability company (the "Company"), does hereby consent to the adoption of the following resolutions, pursuant to statute and the Company Operating Agreement:

**RESOLUTION FOR AUTHORITY TO  
EXECUTE BID BONDS, BID PROPOSALS,  
PERFORMANCE BONDS AND CONTRACTS**

BE IT RESOLVED, that the following officers and employees are authorized to sign bid bonds, bid proposals, performance bonds and contracts related to such bid proposals on behalf of the Company, provided, however, that bid bonds, bid proposals, performance bonds, Powers of Attorney and contracts related to such bid proposals involving sums in excess of \$50 million shall be countersigned by any of Messrs. Pfeifer, Pack or Cortina.

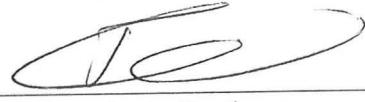
|                      |   |
|----------------------|---|
| John C. Pfeifer      | Chief Executive Officer   |
| James W. Johnson     | Chief Operating Officer   |
| Charles F. Durst     | President   |
| Ignacio A. Cortina   | Executive Vice President and Secretary                          |
| Michael E. Pack      | Executive Vice President and Chief Financial Officer            |
| James C. Freeders    | Senior Vice President, Finance and Controller                   |
| Emma M. McTague      | Senior Vice President and Chief Human Resources Officer         |
| John S. Verich       | Senior Vice President, Business Development and Treasurer       |
| Derek R. Kritzer     | Segment General Counsel   |
| Franklin T. Moore    | Vice President and General Manager, Jetway and Airport Services |
| Jeffrey A. Trelka    | Vice President, Finance   |
| Edward J. Schodrof   | Vice President, Finance   |
| Michael B. Witwer    | Vice President, Tax   |
| John P. Thompson     | Vice President, Sales   |
| Gary C. Walter       | Vice President, Sales   |
| Gary D. Barlow       | Controller, Airport Services                                    |
| Dennis R. Elwood     | Director of Finance, Jetway                                     |
| Pauline R. Kanouse   | General Manager, Airport Services                               |
| Tyler T. Nguyen      | Director of Finance, GSE  |
| Kerry A. Dereszynski | Assistant Secretary   |
| Jana C. Heft         | Assistant Secretary   |
| Suzanne M. Lippold   | Assistant Secretary   |

FURTHER RESOLVED, that, subject to the \$50 million limit hereinabove contained, the officers listed above may designate for any bid proposal an authorized signer different from the officers listed below solely for the purpose of signing bid bonds, performance

bonds, Powers of Attorney or contracts related to the bid proposal wherein such person is so designated.

Dated: April 3, 2024

OSHKOSH CORPORATION

By:   
Ignacio A. Cortina  
Executive Vice President, Chief Legal  
Officer and Secretary

S:\OSK-Share\DEPT\LEGAL\EXECUTIVE\Subsidiary Minutes\Oshkosh AeroTech, LLC\Resolutions\Oshkosh AeroTech LLC Bid Bond April 3 2024.docx

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
EXPENDITURE BUDGET TRANSFER

BGEX 120-121225\*614

| FUND                      |                               | FUND 4100                      |                    | Airport Operations Fund |                  |                  |                    | EXPENDED/<br>ENCUMBERED as<br>of <u>12/12/2025</u> | REMAINING<br>BALANCE |
|---------------------------|-------------------------------|--------------------------------|--------------------|-------------------------|------------------|------------------|--------------------|--|----------------------|
| ACCOUNT NUMBER            | ACCOUNT NAME                  | UNIT NAME                      | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET       | INCREASE         | DECREASE         | ADJUSTED<br>BUDGET |  |                      |
| <b>EXPENDITURES</b>       |                               |                                |                    |                         |                  |                  |                    |  |                      |
| 120-2547-4620             | Repair/ Maintenance Equipment | Baggage Handling System Mainte | 2,020,365          | 2,020,365               | 1,067,727        | 0                | 3,088,092          | 1,363,736  | 1,724,355            |
| 120-9900-9901             | Contingency Reserves          | Operating Reserves             | 22,948,150         | 21,515,070              | 0                | 1,067,727        | 20,447,343         |  | 20,447,343           |
| <b>Total Expenditures</b> |                               |                                |                    |                         | <b>1,067,727</b> | <b>1,067,727</b> |                    |  |                      |

*12/12/25*

SIGNATURES

*Leanne J. Dask*

Initiating Department/Division

DATES

*12/12/25*

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: Tuesday, February 3, 2026

Deputy Clerk to the  
Board of County Commissioners