

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2026

[X] Consent

[] Regular

[] Workshop

[] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 (Amendment) to the Master Airport Services Agreement with ARINC Incorporated (ARINC), a part of Collins Aerospace, (R2023-0044) (Agreement), exercising the third one (1) year renewal option, extending the license for the continued use of proprietary software applications necessary for the operation of the common use passenger processing system (CUPPS) at the President Donald J. Trump International Airport (DJT), providing for ongoing technical support services and providing budget for the purchase of additional equipment and services needed to support the CUPPS during the renewal term for an amount not to exceed \$326,518.09.

Summary: On January 10, 2023, the Board of County Commissioners (BCC) approved the Agreement with ARINC providing for the continued use of proprietary software applications necessary for the operation of the CUPPS, hardware updates, and ongoing technical support services in an amount not to exceed \$1,100,419.37. The initial term of the Agreement commenced on January 10, 2023, and expired on September 30, 2024, with four (4) additional one (1) year renewal options. Amendment No. 1 and Amendment No. 2 exercised the first and second one (1) year renewal options and increased the not-to-exceed amount by \$700,608.18 for a total contract amount of \$1,801,027.55. Amendment No. 3 exercises the third one (1) year renewal option, increases the not to exceed amount by \$326,518.09 for a total contract amount of \$2,127,545.64 and provides for the continuation of the license to use proprietary software applications required for the operation of the CUPPS and on-going technical support. This not-to-exceed amount for this Amendment also includes a budget of \$100,000 for the purchase of additional equipment and services necessary to support the CUPPS during the renewal term, which may include, but is not limited to, the purchase of additional or replacement equipment such as workstations, kiosks and peripherals, and data security improvements and assessments. Airlines utilizing the CUPPS at DJT pay for the full cost of the system through rates and charges. ARINC is the sole source service provider for the CUPPS used at DJT. Countywide (SB)

Background and Justification: Airlines historically installed proprietary equipment at ticket counters and gate podiums to process passengers. Common use technology enables multiple airlines to share computer workstations at physical check-in and gate podiums to process passengers for flights using a uniform electronic interface, increasing flexibility and capacity.

- Attachments:**
- 1. Amendment No. 3 (2 Originals)
 - 2. Sole Source Letter

Recommended By:

Laura Beebe

Department Director

8-20-26

Date

Approved By:

Paul

Chief Deputy County Administrator

8/26/26

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs		\$326,519			
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$326,519			
# 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 120 Unit 1430 Object 4909/5121

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 \$226,518.09 and budget for additional equipment and services as may be required during the extended term in an amount not to exceed \$100,000.

C. Departmental Fiscal Review: *[Signature]*
Debbie Duncanson

III. REVIEW COMMENTS

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

<u><i>[Signature]</i></u> KT 8/21 OFMB JAA 8/21	<u><i>[Signature]</i></u> Contract Dev. and Control 8/24/20 2018-21-20
--	--

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

Attachment No. 1

Amendment No. 3 - Amendment No. 3 – ARINC Incorporated
(with Contract History)

(2 Originals)



AMENDMENT NO. 3 TO
MASTER AIRPORT SERVICES AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
ARINC INCORPORATED, A PART OF COLLINS AEROSPACE

This Amendment No. 3 to the Airport Master Services Agreement (this “Third Amendment”) dated September 19, 2026, 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 **Customer**, 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** (each a “Party”, collectively the “Parties”).

WITNESSETH

WHEREAS, on January 10, 2023, Customer entered into an Airport Master Services Agreement (R2023-0044) (“Agreement”) with Collins to provide proprietary airport information technology products and services solutions consisting of equipment, software licenses, installation, and maintenance services at Palm Beach International Airport, which was renamed to President Donald J. Trump Airport effective July 9, 2026 (“Airport”), for an Initial Term effective through September 30, 2024, with four (4) additional one (1) year renewal options, the exercise of which are within Customer’s sole control and discretion; and

WHEREAS, on September 10, 2024, Customer entered into Amendment No. 1 to the Agreement (R2024-1096) with Collins for the exercise Customer’s first, one (1) year renewal option; and

WHEREAS, on September 16, 2025, Customer entered into Amendment No. 2 to the Agreement (R2025-1237) with Collins for the exercise of Customer’s second, 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 recitals set forth above are true and correct and incorporated herein. Capitalized terms not defined herein shall have the meanings ascribed to them in Agreement.
- 2. The term of the Agreement is hereby extended for one (1) additional one (1) year period from October 1, 2026 through September 30, 2027 (“Third Renewal Term”), in accordance with Article 3 of the Agreement.

3. 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 from October 1, 2026 through September 30, 2027 for a not-to-exceed amount of \$169,019.97.
4. The term of the Exhibit 2 Software License of the Agreement is hereby extended for one (1) additional one (1) year period from October 1, 2026 through September 30, 2027 for a not-to-exceed amount of \$57,498.12.
5. In accordance with Section 5 of the Agreement, the total not-to-exceed amount for Additional Work performed during the Third Renewal Term shall be \$100,000.
6. The second paragraph of Section 5 of the Agreement 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 ("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 \$200,000. The total cost of Additional Work for the first option term shall not exceed \$100,000, for the second option term shall not exceed \$200,000 and for the third and fourth option terms shall not exceed \$100,000 per option term. Accordingly, the total not to exceed amount for Additional Work under this Agreement shall be \$700,000. In the event of a conflict between this Agreement and any SOW approved pursuant to this paragraph, the terms of this Agreement shall control.

7. Section 35 of the Agreement is hereby deleted in its entirety and replaced with the following:

35. Nondiscrimination Requirements/Federal Contract Provisions.

- (a) Customer 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, Collins warrants and represents that throughout the term of this Agreement, 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 this Agreement. As a condition of entering into this Agreement, Collins represents and warrants that it will comply with Customer's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Collins 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 Collins retaliate against any person for reporting instances of such discrimination. Collins 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 discrimination. Collins understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in Customer contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Collins shall include this language in its subcontracts.

(b) Collins shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit 3, which may be amended or updated from time to time upon written notice by Customer to Collins, without formal amendment hereto.

8. The subsections 37(e) and 37(f) of the Agreement are hereby deleted in their entirety and replaced with the following:

(e) As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Collins certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Collins is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of Customer. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Collins certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

(f) If Customer determines, using credible information available to the public, that a false certification has been submitted by Collins, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

9. The Agreement is hereby amended to add the following:

38. 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 4, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

10. The Agreement is hereby amended to add the following:

39. Digital Accessibility Compliance.

Collins acknowledges that Customer is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Collins represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by Customer shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to Customer, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Collins shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Collins shall provide documentation to Customer reasonably demonstrating accessibility compliance. If any deliverable is determined

by Customer to be noncompliant, Collins shall promptly remediate the noncompliance at no additional cost to Customer and within a timeframe specified by Customer. Collins shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to Customer is provided. Failure to comply with this subsection shall constitute a material breach of this Agreement.

11. The Agreement is hereby amended to add the following:

40. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, Collins 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.

12. The Agreement is hereby amended to add the following:

41. Public Records.

As provided under Section 119.0701, Florida Statutes, as may be amended, if Collins: (i) provides a service; and (ii) acts on behalf of Customer as provided under Section 119.011(2), Florida Statutes, as may be amended, Collins shall comply with the requirements of Section 119.0701, Florida Statutes, as may be amended, including:

- (a) Keeping and maintaining public records required by Customer to perform services as provided under this Agreement.
- (b) Upon request from Customer's Custodian of Public Records, providing Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. Collins further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensuring that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement, if Collins does not transfer the records to the public agency.
- (d) Upon completion of this Agreement, Collins shall transfer, at no cost to Customer, all public records in possession of Collins, if any, unless notified by Customer's representative/liaison, on behalf of Customer's Custodian of Public Records, to keep and maintain public records required by Customer to perform the service. If Collins transfers all public records to Customer upon completion of this Agreement, Collins shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Collins keeps and maintains public records upon completion of this Agreement, Collins shall meet all applicable requirements for retaining public records. All records stored electronically by Collins must be provided to Customer, upon request of

Customer’s Custodian of Public Records, in a format that is compatible with the information technology systems of Customer, at no cost to Customer.

Failure of Collins to comply with the requirements of this Section shall be a material breach of this Agreement. Customer shall have the right to exercise any and all remedies available to it, including, but not limited to, the right to terminate for cause. Collins acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Nothing herein shall be construed as modifying the provisions of Section 20 of the Agreement related to the protection of Confidential Information.

IF COLLINS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COLLINS’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 13. Exhibit 3 to the Agreement is hereby deleted in its entirety and replaced with Exhibit 3 to this Third Amendment.
- 14. All other terms and conditions of the Agreement as amended, are hereby confirmed and are not otherwise altered or amended, except as provided for in this Third Amendment.
- 15. This Third Amendment shall be effective when signed by the 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 Agreement on behalf of Customer, and an authorized official of Collins has made and executed this Agreement on behalf of Collins.

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK OF THE COUNTY COURT
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

WITNESS:

ARINC Incorporated,
a part of Collins Aerospace

Signed by:
Cheryl F. Williams
C59E481B254A4B7
SIGNATURE

ARINC Incorporated
COMPANY NAME

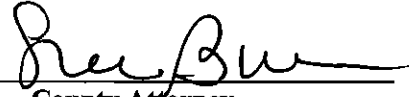
Cheryl F. Williams
Name (type or print)

DocuSigned by:
Amber Sahyouni
1B80D737FCCD406...
Signature

Amber Sahyouni
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Associate Director, Contracts
Title

BY: 
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

EXHIBIT 3
FEDERAL CONTRACT PROVISIONS

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

1. Compliance with Regulations. Collins 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 Agreement.

2. Nondiscrimination. Collins, with regard to the work performed by it during this Agreement, 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. Collins will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement 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 Collins 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 Collins of its obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. Collins 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 Collins is in the exclusive possession of another who fails or refuses to furnish the information, Collins 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 Collins’ noncompliance with the non-discrimination provisions of this Agreement, Customer will impose such agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to Collins under this Agreement until Collins complies; and/or

b. Cancelling, terminating, or suspending an agreement, in whole or in part.

6. Incorporation of Provisions. Collins 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. Collins 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 Collins becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Collins may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Collins 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 Agreement, Collins, 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. Collins 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 Collins will use the Airport and any areas licensed for Collins’ use hereunder, if any, 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, Customer will have the right to terminate this Agreement and to enter or re-enter and repossess any areas licensed for Collins’ use hereunder, if any, and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. Collins for itself and its successors in interest, and assigns, as a part of the consideration hereof,
- COLLINS
SEPTEMBER 2026
- 7
- AMENDMENT 3 TO R2023-0044
MASTER AIRPORT SERVICES AGREEMENT

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 Agreement 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, Collins 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, Customer will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.
- E. General Civil Rights Provision. In all its activities within the scope of its airport program, Collins agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds Collins and subcontractors from award through the completion of the Agreement.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of ARINC Incorporated, a part of Collins Aerospace (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.

Karla Frasher
(signature of officer or representative)

Karla Frasher
(printed name of officer or representative)

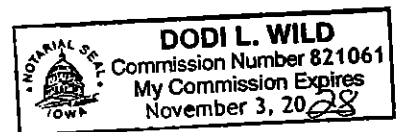
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 6th day of July, 2020, by Dodi L Wild.

Personally known ☐ OR produced identification ☒.

Type of identification produced Drivers License.

Dodi L Wild
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
COMMON USE PASSENGER PROCESSING SYSTEM (CUPPS)
AGREEMENT WITH ARINC
CONTRACT HISTORY

AGREEMENT	APPROVAL DATE	RESOLUTION NUMBER	AGREEMENT AMOUNT	BUDGET FOR ADDITIONAL SERVICES (Included in Agreement Amount)	ENCUMBERED ADDITIONAL SERVICES	CONTRACT AMOUNT	DESCRIPTION
ORIGINAL AGREEMENT	1/10/2023	R2023-0044	\$ 1,100,419.37	\$ 200,000.00	\$ 15,077.00	\$1,100,419.37	Original Agreement to move from VMUSE to XMUSE with on site equipment and support for the common use passenger processing system with four (4) additional one (1) year renewal options
AMENDMENT 1	9/10/2024	R2024-1096	\$ 300,304.09	\$ 100,000.00		\$1,400,723.46	First one year renewal and a budget of \$100,000 for the purchase of additional equipment and services
SUPPLEMENTAL AIRPLAN	12/12/2024				\$ 271,513.82	\$1,400,723.46	Initial purchase of AirPlan (resource management system) and one year recurring annual remote software support fee
AMENDMENT 2	9/16/2025	R2025-1237	\$ 400,304.09	\$ 200,000.00	\$ 105,100.39	\$1,801,027.55	Second one year renewal, and a budget of \$200,00 for the purchase of additional equipment and services
AMENDMENT 3	PENDING	PENDING	\$ 300,304.09	\$ 100,000.00		\$2,101,331.64	Third one year renewal, and a budget of \$200,000 for the purchase of additional equipment and services.

TOTAL \$ 2,101,331.64 \$ 600,000.00 \$ 391,691.21

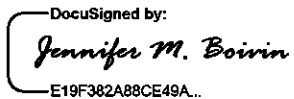
Signatory Information

[Redacted Signature Line]

ARINC INCORPORATED
ASSISTANT SECRETARY CERTIFICATE

THE UNDERSIGNED, Assistant Secretary – Corporate Governance, of ARINC Incorporated (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, with a principal place of business at 2551 Riva Road, Annapolis, Maryland 21401 USA, a part of Collins Aerospace, does hereby certify that as of the date hereof Amber Sahyouni, Associate Director, Contracts, is authorized to execute all customer facing documents, including proposals, contracts, agreements, licenses, NDAs and MOU/MOAs, for and on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand on this 7th day of August 2025.

By: 
Jennifer M. Boivin
Assistant Secretary – Corporate Governance



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
ARINC INCORPORATED

Filing Information

Document Number F94000006345
FEI/EIN Number 53-0023720
Date Filed 12/13/1994
State DE
Status ACTIVE

Principal Address

2551 Riva Road
Annapolis, MD 21401

Changed: 01/26/2026

Mailing Address

2551 Riva Road
Annapolis, MD 21401

Changed: 01/26/2026

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Assistant Secretary - Tax

Bark, Michael
2551 Riva Road
Annapolis, MD 21401

Title Secretary

Bhatti, Naadia
2551 Riva Road
Annapolis, MD 21401

Title President

Boelkins, Nathan R
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary - Corporate Governance

Boivin, Jennifer M
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Brodbar, Matthew
2551 Riva Road
Annapolis, MD 21401

Title Vice President & Treasurer

Buxbaum, Matthew B
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Campbell, Candice
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary – Intellectual Property

Cawley, Dennis
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Christensen, Elizabeth A
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Coates, William M
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Di Rubba, Nicola
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Fournier, Bryan
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Fournier, Martha
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Freeman, Douglas
2551 Riva Road
Annapolis, MD 21401

Title VP

Galloway, Ian
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Goodwin, Jon
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Gulianello, Jennifer
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Im, Han (Harry)
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Johnson, Gene
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Komenda, Sheena
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Leow, Chee Khiang
2551 Riva Road
Annapolis, MD 21401

Title Director

Lum, Barbara
2551 Riva Road
Annapolis, MD 21401

Title VP

Lynn, Julian
2551 Riva Road
Annapolis, MD 21401

Title VP

Mackey, Christopher
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Marinan, Stephen
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Marra, Stephen L.
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary - Global Trade

McHugh, Edward F
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Myers, Jeffrey
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Richardson, Jodi
2551 Riva Road
Annapolis, MD 21401

Title Vice President & Assistant Controller

Sadler, Duane A
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary - Tax

Stewart, James W
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Tchir, Julie
2551 Riva Road
Annapolis, MD 21401

Title Assistant Controller & Assistant Treasurer

Thomas, Susan J
2551 Riva Road
Annapolis, MD 21401

Title Assistant Controller

Tuttle, Elizabeth
2551 Riva Road
Annapolis, MD 21401

Title VP, Corporate Controller & Assistant Treasurer

Welfare, Charles R
2551 Riva Road
Annapolis, MD 21401

Title Vice President & General Manager

White, Nicole
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Williams, Jason A
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Yoon, Marc
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Yungblut, Jacob
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Ziese, Jonathan
2551 Riva Road
Annapolis, MD 21401

Title Assistant Secretary, Tax

Boivin, Jennifer M.
2551 Riva Road
Annapolis, MD 21401

Title Director

Buxbaum, Matthew B.
2551 Riva Road
Annapolis, MD 21401

Title Director

White, Nicole
2551 Riva Road
Annapolis, MD 21401

Title Assistant Controller & Assistant Treasurer

Carlson, Jeffrey
2551 Riva Road
Annapolis, MD 21401

Annual Reports

Report Year	Filed Date
2024	04/22/2024

202503/21/2025

202601/26/2026

01/26/2026 -- ANNUAL REPORT	View image in PDF format
03/21/2025 -- ANNUAL REPORT	View image in PDF format
04/22/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/16/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
04/30/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/17/2013 -- ANNUAL REPORT	View image in PDF format
03/23/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
03/10/2008 -- ANNUAL REPORT	View image in PDF format
02/16/2007 -- ANNUAL REPORT	View image in PDF format
03/03/2006 -- ANNUAL REPORT	View image in PDF format
02/04/2005 -- ANNUAL REPORT	View image in PDF format
02/17/2004 -- ANNUAL REPORT	View image in PDF format
04/24/2003 -- ANNUAL REPORT	View image in PDF format
02/10/2002 -- ANNUAL REPORT	View image in PDF format
01/27/2001 -- ANNUAL REPORT	View image in PDF format
01/28/2000 -- ANNUAL REPORT	View image in PDF format
03/01/1999 -- ANNUAL REPORT	View image in PDF format
05/20/1998 -- ANNUAL REPORT	View image in PDF format
04/24/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
07/17/1995 -- ANNUAL REPORT	View image in PDF format

Certification of Insurance

[REDACTED]

[illegible]

Attachment No. 2

Sole Source Letter

[REDACTED]

07/07/2025

CCO/HDQ-26-0167

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,

