

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2026 ☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing
Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment (Second Amendment) to Contract for the Maintenance of Airport Facilities and Systems, Contract No. 24-059/DJ (Contract) at President Donald J. Trump International Airport (DJT) with JSM Airport Services, LLC (JSM), exercising the first one (1) year renewal option and increasing the total not-to-exceed amount by \$2,930,000.

Summary: On September 17, 2024, the Board of County Commissioners (BCC) approved the Contract (R2024-1268) with JSM for the maintenance, repair, renewal and replacement of airport facilities and systems serving the commercial service airlines at DJT, which includes, but is not limited to, fixed and mobile passenger boarding bridges (PBBs), 400-Hertz and cabin air systems, potable water cabinets, bag lifts and belt loaders, aircraft waste triturator for disposal of airline lavatory waste, and portable wheelchair lift(s). The original Contract not-to-exceed amount for the period commencing October 1, 2024, and ending on September 30, 2026, was \$6,620,728. On August 19, 2025, the BCC approved a First Amendment (R2025-1168) to the Contract, providing for the completion of necessary projects, including the replacement of three (3) passenger boarding bridges (PBBs) for an amount not to exceed \$3,732,000 for a total not-to-exceed amount of \$10,352,728. Approval of this Second Amendment exercises the first one (1) year option to renew, extending the term of the Contract to September 30, 2027, and increases the not-to-exceed amount by \$2,930,000 for a total not-to-exceed amount of \$13,282,728 to provide funding for continued maintenance, renewal, replacement, and capital improvement projects associated with airport facilities and systems serving the commercial service airlines at DJT. Airlines utilizing the airport facilities and systems at DJT pay for the full cost of this Contract through rates and charges. JSM's principal place of business is Apopka, Florida. This Contract was presented to the Goal Setting Committee (Committee) on December 20, 2023, and the Committee established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Evaluation Preference for SBE Participation. JSM committed to 0.62% SBE participation. To date, the overall SBE participation achieved on the Contract is 0%. Pursuant to changes to Chapter 332, Florida Statutes, effective as of July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. The Second Amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (SB)**

Background and Policy Issues: Approval of this item will ensure the continued maintenance, renewal, replacement, and uninterrupted operation of critical airport facilities and systems that support the safe and efficient movement of passengers and aircraft at DJT. Passenger boarding bridges (PBBs) provide direct, all-weather access for passengers to safely board and deplane aircraft from the terminal. Four hundred-Hertz (400-Hertz) frequency converters provide the specialized electrical power required by aircraft while parked at the gate, and cabin air systems provide conditioned air for both parked aircraft and PBBs. The aircraft waste triturator system consists of grinders that reduce wastewater solids from aircraft lavatories to allow waste to enter the sanitary sewer system. These systems are essential to maintaining safe, reliable, and efficient airline operations at DJT.

Attachments:

- 1. Second Amendment (3) (w/Exhibits D, E, F and G)**

Recommended By: Sam Bube 8/21/26
 & Department Director Date
 Approved By: Tee 8/28/26
 Chief Deputy County Administrator 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		\$430,000			
Operating Costs		\$2,500,000			
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$2,930,000			
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4100 Department 120 Unit 2542 Object 4620
Fund 4111 Department 121 Unit A212 Object 6401/6211

Reporting Category _____

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

The fiscal impact for the Second Amendment includes \$2,500,000 for performance of maintenance and repair of airport facilities and systems, including labor, materials, equipment, subcontracted work, supplies and software and \$430,000 for capital repair, renewal and replacement projects.

C. Departmental Fiscal Review: William H. Henson

III. REVIEW COMMENTS

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

Attest 8/24/26
KV 8/24 OFMB

Control Comments: Handwritten Signature 8/24/26
Contract Dev. and Control

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

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

THIS SECOND AMENDMENT, dated September 13, 2026, to Contract No. 24-059/DJ, dated September 17, 2024 (this "Amendment"), 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 JSM Airport Services, LLC, located at 1321 Apopka Airport Road, Hangar #101, Apopka, FL 32712, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR" (herein referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties have entered into that certain Contract dated September 17, 2024 (R2024-1268), wherein the CONTRACTOR agreed to provide Services for the maintenance, repair, renewal and replacement of certain airport facilities and systems and related equipment and appurtenances at the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach, FL 33406, currently known as the President Donald J. Trump International Airport; and

WHEREAS, the Parties entered into that certain First Amendment to the Contract, dated August 19, 2025 (R2025-1168) ("First Amendment") (hereinafter the Contract, as amended by the First Amendment, shall be referred to as the "Contract"); and

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

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

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

1. **RECITALS:**
The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Contract.
2. **ARTICLE 3 - SCHEDULE** is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR shall commence services on October 1, 2024 ("Commencement Date"), and complete all services by September 30, 2027

("Term"), with two (2) successive one (1) – year renewal options, exercisable 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, paragraph A, is hereby deleted in its entirety and replace with the following:

A. Contract Not to Exceed Amount. The total cost of all services during the Term of the Contract shall not exceed Thirteen Million, Two Hundred Eighty-Two Thousand, Seven Hundred Twenty-Eight and 00/100 Dollars (\$13,282,728.00) as further detailed below.

TABLE 1: CONTRACT FEES AND EXPENSES		
INITIAL TERM (10/1/24-9/30/25) & RENEWAL TERM (10/1/25-9/30/27)		
	Not to Exceed Amount	Monthly Maintenance Fees
1st Maintenance Year (10/1/24-9/30/25)	\$ 1,024,992.00	\$ 85,416.00
2nd Maintenance Year (10/1/25-9/30/26)	\$ 1,055,736.00	\$ 87,978.00
Initial Term (10/1/2024 - 9/30/2026)	\$ 2,080,728.00	
3rd Maintenance Year (10/1/26-9/30/27)	\$ 1,087,404.00	\$ 90,617.00
Total Labor Costs for routine operation and maintenance services during Contract	\$ 3,168,132.00	
Total Reimbursable Expenses (Initial Term)	\$ 3,600,000.00	
Total Reimbursable Expenses (Renewal Term)	\$ 1,412,596.00	
Renewal, Repair & Replacement Projects & Equipment (10/1/24 - 9/30/26)	\$ 940,000.00	
Renewal, Repair & Replacement Projects & Equipment (10/1/26 - 9/30/27)	\$ 430,000.00	
First Amendment - Supplemental Funding for Repair, Renewal & Replacement Projects & Equipment (10/1/25 - 9/30/26)	\$ 3,732,000.00	
Total Projects for Contract	\$ 5,102,000.00	
Total Not to Exceed Amount for Initial Term	\$ 13,282,728.00	

1. The CONTRACTOR shall submit invoices to the COUNTY no later than the 20th day of each month for monthly maintenance fees for the preceding month and reimbursable expenses, except as otherwise approved by the Department.
2. Reimbursable expenses during the Term shall not exceed Five Million, Twelve Thousand, Five Hundred Ninety-Six and 00/100 Dollars (\$5,012,596.00) as provided in Table 1. Reimbursable expenses include the costs of materials, supplies, parts, non-capital equipment, software and any other items required by the CONTRACTOR to perform the services hereunder, including, but not limited to, the costs of additional labor and subcontracted services required to perform Additional Services. Reimbursable expenses do

not include tools or other equipment required to be provided by the CONTRACTOR as provided in Exhibit A, Scope of Work/Services.

3. The cost of renewal and replacement projects and capital equipment ("Projects") shall not exceed Five Million, One Hundred Two Thousand and 00/100 Dollars (\$5,102,000.00) as provided in Table 1. Projects and additional labor and subcontracted services not included in monthly maintenance fees shall be invoiced in accordance with the approved Additional Services Authorization in accordance with Section 1.3 of Exhibit A, Scope of Work/Services. The Parties acknowledge and agree that: (a) the Department shall have the discretion to determine the timing and priority of the Projects to be completed by the CONTRACTOR during the term of this Contract; and (b) the CONTRACTOR's obligation to complete any Projects and Additional Services approved prior to the expiration of this Contract shall survive the expiration of this Contract until completed.
 4. The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached in any category listed in Table 1.
 5. Notwithstanding any provision of this Contract to the contrary, the CONTRACTOR acknowledges and agrees that, effective October 1, 2026, the CONTRACTOR's markup of five percent (5%) shall not apply to profit for subcontracted/support work, parts, materials or equipment or software and hardware.
4. ARTICLE 30 - SCRUTINIZED COMPANIES is hereby deleted in its entirety and replaced with the following:
- A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors 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 the CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
 - B. When contract value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors 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 Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as may be amended, if the CONTRACTOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

5. ARTICLE 32 - NOTICE is hereby deleted in its entirety and replaced with the following:

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

Jessica Comis, Director
Procurement, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Laura Beebe, Director
Department of Airports, Palm Beach County
846 Airport Center Drive
West Palm Beach, FL 33406

If sent to CONTRACTOR, notices shall be addressed to:

Mike Conner, President
JSM Airport Services, LLC
1321 Apopka Airport Road, Hangar #101
Apopka, FL 32712

6. Exhibit "D", Nongovernmental Entity Human Trafficking Affidavit, to the Contract is hereby deleted in its entirety and replaced with the Exhibit "D" to this Amendment, which is incorporated into the Contract by this reference.

7. ARTICLE 38 - FEDERAL CONTRACT PROVISIONS/SUBORDINATION TO GRANT OBLIGATIONS is hereby amended to delete subsection A in its entirety and replace it with the following:

A. Federal Contract Provisions. CONTRACTOR shall comply with the Federal Contract Provisions set forth in Exhibit "E", attached hereto and incorporated herein by reference, as may be amended by the Federal Aviation Administration or any successor agency with jurisdiction over COUNTY. COUNTY may update the Federal Contract Provisions by providing written notice thereof to CONTRACTOR, whereupon, this Contract shall be considered amended, without formal amendment thereto, to replace Exhibit "E". CONTRACTOR shall require all contractors, subcontractors, sub-concessionaires, joint venture partners and any other company doing business by, or through CONTRACTOR, at the Airport to comply with the Federal Contract Provisions and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Contract.

8. The Contract is hereby amended to add the following Articles:

ARTICLE 39 - DIGITAL ACCESSIBILITY COMPLIANCE

CONTRACTOR acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CONTRACTOR 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 Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County 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 the COUNTY, 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.

CONTRACTOR shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, CONTRACTOR shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CONTRACTOR shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. CONTRACTOR shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 40 - FACILITY USE PERMIT.

The Parties acknowledge and agree that CONTRACTOR may require space at the Airport for storage of the CONTRACTOR's equipment, materials, supplies, and other items used in the performance of the services. Authorization for use of storage space shall be granted by COUNTY through the issuance of a Facilities Use Permit ("FUP") in substantially the form attached hereto and incorporated herein as Exhibit "F" to this Contract. The COUNTY shall have the right to terminate a FUP upon no less fifteen (15) days prior written notice and relocate the CONTRACTOR to alternative location(s). The CONTRACTOR shall not store any equipment, materials, supplier or other items outside the location(s) identified in an approved FUP. FUP's may be issued and terminated by the Department Director on behalf of County.

ARTICLE 41 - DISCLOSURE OF OWNERSHIP INTERESTS.

The CONTRACTOR warrants and represents to the COUNTY the Disclosure of Ownership Interest Affidavit attached hereto and incorporated herein as Exhibit "G" to this Contract is true and correct.

ARTICLE 42 -PROHIBITION AGAINST USING DIVERSITY, EQUITY, AND INCLUSION MATERIAL.

The CONTRACTOR hereby certifies to the COUNTY that the CONTRACTOR does not and will not use COUNTY funds in requiring its employees, contractors, volunteers, vendors, or agents as ascribe to, study or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595, Florida Statute, as amended.

ARTICLE 43 - DISCLOSURE OF FOREIGN GIFTS AND FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance thereof, 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.

9. RATIFICATION OF CONTRACT. Except as specifically modified herein, all of the terms and conditions of the Contract shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties hereto.
10. CONFLICT. In the event of a conflict between any provision of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.
11. PARAGRAPH HEADINGS. The headings of the various sections of this Amendment are for convenience and ease of reference only, and shall not be

construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Contract.

12. EFFECTIVE DATE. This Amendment shall become effective when executed by the Parties hereto and approved by the Palm Beach County Board of County Commissioners.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment as of the date first written above.

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

PALM BEACH COUNTY, a political
subdivision of the State of Florida by
its **Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
County Attorney

By: 
Laura Beebe, Director of Airports

WITNESSES:


Signature

Jamie Burton
Name (type or print)


Signature

Jameson Wright
Name (type or print)

CONTRACTOR:

JSM Airport Services, LLC
Company Name

By: 
Signature

Michael W. Conner
Typed Name

President
Title

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

JSM Airport Services, 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.

Michael W Conner
(signature of officer or representative)

Michael W Conner, President
(printed name and title of officer or representative)

State of TEXAS, County of TARRANT

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 9TH day of JULY, 2026; by MICHAEL WAYNE CONNER.

Personally known ☐ OR produced identification ☒.

Type of identification produced TX DL.

Fatima Mohamed
NOTARY PUBLIC

My Commission Expires:

01/21/2030

State of TEXAS at large

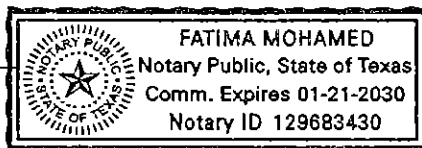


EXHIBIT E

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.

EXHIBIT F
FACILITY USE PERMIT

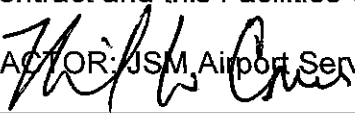
FACILITY USE PERMIT

CONTRACTOR: JSM Airport Services, LLC
Address: 1321 Apopka Airport Road, Unit 101, Apopka FL 32712
Telephone/E-Mail: 352.383.2600
Name and Title of Authorized Representative: Michael W Conner, President

In accordance with that certain Contract for Maintenance of Airport Facilities and Systems dated September 17, 2024 (R2024-1268, as amended) (the "Contract"), by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and the CONTRACTOR, the CONTRACTOR shall have a short-term license to utilize the following space(s) ("License Area") for storage of materials, supplies, inventory, equipment, and other items utilized in the performance of the Contract and for no other purpose whatsoever, which license shall commence and terminate on the dates/times listed below, unless sooner terminated by the COUNTY:

License Area	Square Footage	Commencement Date	Expiration Date
See Attachment "1"			

By signing below, I hereby certify that I have the authority to represent and obligate the CONTRACTOR, and that the CONTRACTOR shall comply with all terms and conditions of the Contract and this Facilities Use Permit applicable to the use of the License Area.

CONTRACTOR:  JSM Airport Services, LLC
Signature of Authorized Representative of Contractor
7-9-26
Date
Michael W Conner, President
Title

APPROVED BY COUNTY:

Director, Department of Airports
Date

TRANSMITTED TO AIRPORT FINANCE DIVISION BY:

DOA Properties
Date

EXHIBIT "G"
DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, this day personally appeared Michael W Conner, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual **or**
[x] the President of JSM Airport Services, LLC.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 4405 Bowman Drive, Colleyville, TX 76034

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

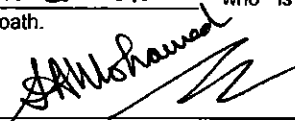
FURTHER AFFIANT SAYETH NAUGHT.

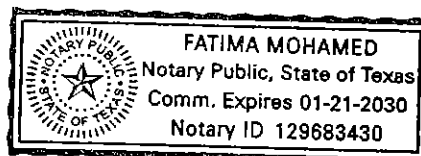

MICHAEL W CONNER, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 9TH day of JULY, 2026, by MICHAEL WAYNE CONNER who is personally known to me -OR- produced TX DL as identification and who did take an oath.

STATE OF TEXAS
COUNTY OF TARRANT

My Commission Expires: 01/21/2030


(Signature of Notary)
FATIMA MOHAMED
(Notary's Printed Name)





THE MAIN STREET AMERICA GROUP

PERFORMANCE BOND



Bond Number: S -319580
Year 2

KNOW ALL MEN BY THESE PRESENTS:
That JSM Airport Services LLC, as Principal, and NGM INSURANCE COMPANY, a corporation of the State of Florida whose principal office is located in Jacksonville, Florida, as Surety, are held and firmly bound unto Palm Beach County, as Oblige, in the full and just sum of Five Hundred Twenty Thousand One Hundred Eighty Two Dollars and 00/100 dollars (\$520,182.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige dated September 17, 2024 for Maintenance of Airport Facilities and Systems For Palm Beach County Department of Airports- Contract No. 24-059/DJ for a period of 2 years beginning 10/1/2024 and ending 9/30/2026 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year, the provisions of the contract referenced herein notwithstanding.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect. Provided, however, that this bond is subject to the following conditions and provisions:

1. The term of this bond is for the period commencing 10/1/2025 and expiring on 9/30/2026, unless released by the Oblige prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative. Regardless of the number of years this bond may be continued by continuation certificate, or the number of annual bonds that may be issued by the Surety, the total aggregate liability of the Surety for any and all claims shall be limited to the penal sum of the bond set forth above or in any additions, riders or endorsements properly executed by the Surety..
3. Non-renewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of set default, which shall be sent to the Surety by registered mail to the address stated in Section 7 below.
5. The Surety will have the right and opportunity, at its opinion, and in its sole discretion, to: a) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing at the following addresses:

The Surety:
NGM Insurance Company
ATTN Bond Claims
55 West Street
Keene, NH 03431

The Principal:
JSM Airport Services LLC
1321 Apopka Airport Road
Hangar #101
Apopka, FL 32712

The Oblige:
Palm Beach County Department of Airports

Signed and sealed this 15th day of September, 2025

Principal
By: John S. Majewski



NGM Insurance Company
By: Courtney DeCroes, Attorney-in-Fact