Agenda Item: 5A-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 17, 2026 **[ ] Consent** **[X] Regular**

[ ] Workshop **[ ] Public Hearing**

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment (Amendment) to the Term Contract for Janitorial Services at President Donald J. Trump International Airport (DJT) (Contract No. 23-057/MD; R2023-1733) (Contract) with Flagship Aviation Services, LLC (Flagship), exercising the second renewal option for a nine (9) month term, commencing on January 1, 2027, and expiring on September 30, 2027, for an amount not to exceed $4,675,749.

Summary: On November 21, 2023, the Board of County Commissioners (BCC) approved the Contract for routine janitorial services for various locations on the DJT campus, including the commercial passenger terminal, public parking garages, general aviation Customs facility and various administrative offices and support spaces. The Contract was approved for an initial two (2) year term through December 31, 2025, in an amount not to exceed $9,500,000 with three (3) additional one (1) year renewal options. The Contract also provides for additional janitorial services on an as-needed-basis, including emergency services. On December 2, 2025, the BCC approved a First Amendment (R2025-1793), exercising the first renewal option through December 31, 2026, in an amount not to exceed $4,500,000. The Amendment exercises the County's second renewal option for a nine (9) month period, commencing January 1, 2027, and expiring September 30, 2027, to align the Contract term and remaining renewal period with the County's fiscal year. The Amendment increases the not-to-exceed amount by $4,675,749 for the second renewal term, resulting in a total not-to-exceed amount of $18,675,749. Following this renewal, one (1) additional one (1) year renewal option will remain for the period October 1, 2027 through September 30, 2028. Expenses, including employee salaries, benefits and supplies, are paid on a reimbursement basis in accordance with an annual budget approved by the Department of Airports. Flagship's principal place of business is located in Southlake, TX. The Contract was presented to the Goal Setting Committee on February 17, 2022, and the Committee established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Subcontracting Goal of 20%. Flagship committed to 21% SBE participation. To date, overall SBE participation achieved under the Contract is 25%. The Amendment also updates various provisions to maintain consistency with current state and federal requirements. In accordance with Chapter 332, Florida Statutes, 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 Amendment exceeds the threshold amount and must be approved on the regular agenda. **Countywide (SB)**

Background and Policy Issues: The Amendment is necessary to ensure uninterrupted janitorial services for various locations throughout the DJT campus following expiration of the current renewal term on December 31, 2026. The nine (9) month renewal period aligns the Contract term with the County's fiscal year and establishes October 1 as the commencement date for the remaining one-year renewal option.

Attachments:

1. Second Amendment (w/Exhibits F and G) (3 originals)

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Recommended By: Laura Burke 10/19/26
Department Director **Date**

Approved By: 10/29/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	$4,675,749				
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$4,675,749				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current 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 Various Object 3403/5202

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

The funding for the Amendment is included in the current FY2027 budget. The fiscal impact above reflects the $4,675,749 not-to-exceed amount for the second renewal term. Actual payments will be based on reimbursable expenses incurred in accordance with a budget approved by the Department of Airports and the terms of the Contract.

C. Departmental Fiscal Review: Debbie Duncanson

III. REVIEW COMMENTS

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

10/26/2026
OFMB
KK 10/24

10/28/26
Contract Dev. and Control

B. Legal Sufficiency:

10/28/26
Assistant County Attorney

C. Other Department Review:

for Department Director

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SECOND AMENDMENT TO CONTRACT FOR JANITORIAL SERVICES FOR PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT

(Contract No. 23-057/MD)

THIS SECOND AMENDMENT ("Amendment"), made and entered into this 17 day of November, 2026, to Contract No. 23-057/MD, dated November 21, 2023, 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 Flagship Aviation Services LLC, located at 405 S. Kimball Ave., Southlake, TX 76092, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Parties entered into that certain Contract dated November 21, 2023 (R2023-1733), wherein the CONTRACTOR agreed to provide janitorial services to the COUNTY's Department of Airports for the Palm Beah International Airport, the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach, FL 33406, which was renamed the President Donald J. Trump International Airport effective July 9, 2026; and

WHEREAS, the Parties entered into that certain First Amendment to the Contract dated December 2, 2025 (R2025-1793), which, among other things, exercised the first renewal option through December 31, 2026, increased the authorized not-to-exceed amount, recognized the conversion of Flagship Airport Services, Inc. to Flagship Aviation Services LLC, and amended certain provisions of the Contract (the original Contract, as amended by the First Amendment, is hereinafter 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 exercise the second renewal option for a nine (9) month period commencing January 1, 2027, and ending September 30, 2027, rather than a twelve (12) month period; and

WHEREAS, the COUNTY has determined that reducing the second renewal term from twelve (12) months to a nine (9) months in order to align the Contract term and the remaining renewal period with the COUNTY's fiscal year is in the best interest of the COUNTY; and

WHEREAS, the Parties desire to increase the not-to-exceed Contract amount by $4,675,749.00 for the period January 1, 2027 through September 30, 2027; and

WHEREAS, the parties desire to further amend the Contract as provided herein.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the CONTRACTOR agree as follows:

1. RECITALS. The recitals set forth above are true and correct and incorporated herein. Terms not defined herein shall have the meanings set forth in the Contract. For purposes of this Amendment, the terms "Party" or "Parties" refer to the signatories to this Amendment, individually or collectively, as the context requires.

2. ARTICLE 3 - SCHEDULE is hereby deleted in its entirety and replaced with the following:

   ARTICLE 3 - SCHEDULE

   The CONTRACTOR shall commence services on January 1, 2024, and complete all services by September 30, 2027. The COUNTY shall have the option, in its sole discretion, to renew this Contract for one (1) additional one-year renewal term commencing October 1, 2027 and ending September 30, 2028.

   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 replaced with the following:

   A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Eighteen Million Six Hundred Seventy-Five Thousand Seven Hundred Forty-Nine Dollars and No Cents ($18,675,749.00); comprised of Nine Million Five Hundred Thousand Dollars and No Cents ($9,500,000.00) for the period of January 1, 2024, through December 31, 2025; Four Million Five Hundred Thousand Dollars and No Cents ($4,500,000.00) for the period of January 1, 2026, through December 31, 2026, and Four Million Six Hundred Seventy-Five Thousand Seven Hundred Forty-Nine Dollars and No Cents ($4,675,749.00) for the period of January 1, 2027, through September 30, 2027. In the event the COUNTY exercises its option to renew this Contract, the total not to exceed amount for each Renewal Term shall be included in the amendment extending the term of this Contract.

   The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided in Exhibit A, Scope of Work/Services/Special Conditions, at the Fully Burdened Hourly Rates for Services set forth in Exhibit B, (Appendix A - Price Proposal Pages). Items subject to reimbursement hereunder shall be based on actual cost and be reimbursed in accordance with Exhibit A, Scope of Work Services/Special Conditions. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

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4. ARTICLE 30 - SCRUTINIZED COMPANIES is hereby deleted in its entirety and replaced with the following:

ARTICLE 30 - SCRUTINIZED COMPANIES

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 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:

ARTICLE 32 - NOTICE

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.

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If sent to the COUNTY, notices shall be addressed to:

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

With a copy to:

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

If sent to the CONTRACTOR, notices shall be addressed to:

Courtney Wright, Vice President, Business Development
Flagship Enterprises Parent, Inc d/b/a Flagship Aviation Services LLC
405 S. Kimball Ave
Southlake, TX 76092

Either Party may update the address for notices upon providing the other Party upon at least three (3) days' prior written notice.

6. ARTICLE 36 – E-VERIFY – EMPLOYMENT ELIGIBILITY is hereby deleted in its entirety and replaced with the following:

ARTICLE 36- E-VERIFY-EMPLOYMENT ELIGIBILITY

The CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. The CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The COUNTY shall terminate this Contract if it has a good faith belief that the CONTRACTOR has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If the COUNTY has a good faith belief that the CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the COUNTY shall notify the CONTRACTOR to terminate its contract with

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the subcontractor and the CONTRACTOR shall immediately terminate its contract with the subcontractor. If the COUNTY terminates this Contract pursuant to the above, the CONTRACTOR shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by the COUNTY as a result of the termination.

7. NEW ARTICLES. The Contract is hereby amended to add the following Articles:

ARTICLE 41 - DIGITAL ACCESSIBILITY COMPLIANCE

The 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. The 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.

The CONTRACTOR shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, The CONTRACTOR shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, the CONTRACTOR shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. The 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 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 Statutes, as amended.

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8. UPDATED EXHIBIT A. Section 4.3(b) of Exhibit "A" related to employee wages and benefits, is hereby deleted in its entirety due to a change in state law.

9. FEDERAL CONTRACT REQUIRMENTS.
The CONTRACTOR shall comply with all applicable requirements of the Federal Contract Provisions set for in Exhibit "C", which is attached to this amendment and made a part of the Contract, which may be amended or updated from time to time upon written notice by COUNTY to CONTRACTOR, without formal amendment hereto.

10. UPDATED NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT. Exhibit "F", Nongovernmental Entity Human Trafficking Affidavit, to the Contract is hereby deleted in its entirety and replaced with the attach Exhibit "F" to this Amendment, which is incorporated into the Contract by this reference.

11. DISCLOSURE OF BENEFICIAL INTERESTS. CONTRACTOR has executed the attached Exhibit "G", Disclosure of Ownership Interests, which is incorporated into the Contract by this reference.

12. RATIFICATION OF CONTRACT. Except as specifically modified herein, all terms and conditions of the Contract shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties.

13. CONFLICT. In the event of a conflict between any provision of this Amendment and the Contract, the provisions of this Amendment shall control.

14. 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.

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

{Remainder of page intentionally left blank.}

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

ATTEST:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Mayor, Palm Beach County

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Director, Department of Airports

Signed, sealed and delivered in the presence of two witnesses for CONTRACTOR:

DocuSigned by:
Courtney Wright
46A950E3950A422...
Signature

Courtney Wright
Print Name

Signed by:
Chris Podlasek
B28CA954CCDE4A8...
Signature

Chris Podlasek
Print Name

CONTRACTOR:
Flagship Aviation Services LLC

By: Signed by:
Don Toole
5147B93C29EC465...
Signature

Don Toole
Print Name

CRO
Title

(SEAL)

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EXHIBIT "C"
FEDERAL CONTRACT PROVISIONS

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.

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EXHIBIT "F"
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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 FLAGSHIP AVIATION 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.

(signature of officer or representative)

Christopher V Podlasek
(printed name 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, 5th day of October, by Chris Podlasek.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Melanie Lynn Spence
NOTARY PUBLIC
My Commission Expires: 9/3/29
State of Texas at large

MELANIE LYNN SPENCE
Notary ID #135530946
My Commission Expires
September 3, 2029

(Notary Seal)

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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 Chris Podlasek, 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 CFO of Flagship Aviation Services.
[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: 405 S. Kimball Ave. Southlake, TX 76092.

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.

Chris Podlasek, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 5th day of October, 2026, by Chris Podlasek, who is personally known to me - OR- produced _____ as identification and who did take an oath.

STATE OF Texas
COUNTY OF Tarrant

Melanie Lynn Spence
(Signature of Notary)
Melanie Lynn Spence
(Notary's Printed Name)

My Commission Expires: 9/3/29

MELANIE LYNN SPENCE
Notary ID #135530946
My Commission Expires
September 3, 2029

Docusign Envelope ID: 82B76CDE-9434-8FF8-8040-AB65653E432A

EXHIBIT "A" to DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
David Pasek - 100%	405 S. Kimball Ave. Southlake, TX 76092

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Chief Revenue Officer of Flagship Aviation Services LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Delaware Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The Company is a member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain 2nd Amendment to the 2023 Contract for Janitorial Services Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Texas and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

[sign name]

Don Toole,
[print name]
Chief Revenue Officer of Flagship Aviation Services, LLC

Sworn to (or affirmed) and subscribed before me by means of ***[select one]*** ☑ physical presence -*OR*- ☐ online notarization, this 28th day of October, 20 26, by Don Toole
[name of person making statement],
[select one] Manager/Member of Flagship Aviation Services
[company name]
_____, on behalf of the Company, who ***[select one]*** is personally known to me -*OR*- produced personally Known, as identification and who did take an oath.

MELANIE LYNN SPENCE
Notary ID #135530946
My Commission Expires
September 3, 2029

Melanie Lynn Spence
Notary Signature

Melanie Lynn Spence
Print Notary Name

NOTARY PUBLIC
State of Texas at large

My Commission Expires:

9/3/29

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Executive Vice President and Chief Financial Officer of Flagship Aviation Services LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Delaware Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The Company is a member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain 1st Amendment to the 2023 Contract for Janitorial Services Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Texas and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

[sign name]

Chris Podlasek
[print name]

Executive Vice President and Chief Financial Officer of Flagship Aviation Services, LLC

Sworn to (or affirmed) and subscribed before me by means of **[select one]** ☑ physical presence -*OR*- ☐ online notarization, this 1st day of October, 2026, by Christopher Podlasek
[name of person making statement],
[select one] Manager/Member of Flagship Facility Services
[company name]
_____, on behalf of the Company, who **[select one]** is personally known to me -*OR*- produced personally known, as identification and who did take an oath.

Amelia Edith Nieto
Notary Signature

Amelia Edith Nieto
Print Notary Name

NOTARY PUBLIC
State of Texas at large

My Commission Expires:
1/23/2028

AMELIA EDITH NIETO
Notary Public, State of Texas
Comm. Expires 01-23-2028
Notary ID 134725788

CONTRACT PERFORMANCE BOND

BY THIS BOND, WE, Flagship Airport Services, Inc. as Principal and _____

The Hanover Insurance Company a Corporation, as Surety, whose address is 520 Pike Street, Ste 1220, Seattle, WA 98101 , are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of $ 1,755,856.00---------- , for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated November 21, 2023 between Principal and COUNTY Palm Beach Board of County Commissioners Contract No. 23-057/MD , the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays COUNTY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contact and ;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by the COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

   Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUINTY shall accordingly increase the Surety's obligation by the

same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.
Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.
See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on November 21, 2023

Principal: ~~Flagship~~ Airport Services, Inc.
By: _____
Signature

J.M. Milacich — President & CEO
Attest as to the signature of Principal — Title

(SEAL)

Address: 1050 North 5th Street, Suite 50
San Jose, CA 95112

SURETY: The Hanover Insurance Company
By: _____ 9/14/2023
Signature

See attached Power of Attorney — Valerie Takeuchi, Attorney-in-Fact
Attest to the signature of the Surety — Title

(SEAL)
Address: 520 Pike Street, Ste 1220
Seattle, WA 98101

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Kelly Holtemann, Joan DeLuca, Charles R. Shoemaker, Thomas E. Hughes, Alicia Dass, Zachary V. Overbay, Rossio Polio, Christina Parsons; Valerie Takeuchi; Karen Rhodes, Andrew S. Holloway and/or Patrick R. Diebel

Of **Woodruff-Sawyer & Co. of San Francisco, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, in any amount

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of **December, 2022**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 14th day of **December, 2022** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023

Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of September, 2023.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

EBIX

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
DX00003706	**Flagship Enterprises Parent Inc**	Modified	Compliant					23057	Janitorial Services at Palm Beach International Airport
		A+g , XV	Zurich American Insurance Company	BAP6946949	7/1/2026	7/1/2027	Auto Liability		
		A++ , XV	Federal Insurance Company	J0667521A	7/1/2026	7/1/2027	Crime		
		A+g , XV	Zurich American Insurance Company	GLO6946950	7/1/2026	7/1/2027	General Liability		
		A+g , XV	American Zurich Insurance Company	WC6946951	7/1/2026	7/1/2027	Workers Comp		

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

Second Amendment to Contract for Janitorial Services at the President Donald J. Trump International Airport (DJT) with Flagship Aviation Services LLC

November 17, 2026 – Regular Agenda

PRESENTED BY:

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

Second Amendment Overview

- **The Department is requesting approval of a Second Amendment to the Contract for Janitorial Services with Flagship Aviation Services LLC in the amount of $4,675,749**
- **The Second Amendment:**
  - Provides for routine janitorial services throughout the airport campus, including the passenger terminal, parking garages, general aviation Customs facility and administrative and support spaces, as well as services that may be needed on an emergency basis
  - Exercises the second renewal option for nine (9) months, January 1, 2027, through September 30, 2027, to align the Contract with the County's fiscal year
- **The not-to-exceed amount includes additional janitorial staffing to accommodate increased passenger traffic and annual wage adjustments**
  - Actual expenditures are based on services provided and invoiced
- **Flagship has achieved 25% SBE participation, exceeding its 21% commitment**