

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: September 10, 2024

Consent

Regular

Workshop

Public Hearing

Submitted By: Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 (Amendment) to the Master Airport Services Agreement with ARINC Incorporated (ARINC), a part of Collins Aerospace, (R-2023-0044) (Agreement), exercising the first one (1) year renewal option, extending the license for the continued use of proprietary software applications necessary for the operation of the common use passenger processing system (CUPPS) at Palm Beach International Airport (PBI), providing for on-going technical support services and providing budget for the purchase of additional equipment and services needed to support the CUPPS during the extended term for an amount not to exceed \$300,304.09.

**Summary:** On January 10, 2023, the Agreement was approved with ARINC for one-time hardware updates to the CUPPS, the license required for the continued use of proprietary software applications necessary for the operation of the CUPPS and on-going technical support services in a not to exceed amount of \$1,100,419.37. The initial term of the Agreement commenced on January 10, 2023, and expires on September 30, 2024, with four (4) additional one (1) year renewal options. This Amendment exercises the first one (1) year renewal option, extending the term of the Agreement to September 30, 2025, and increases the not-to exceed amount by \$300,304.09 for a total contract amount of \$1,400,723.46. This Amendment provides for the continuation of the license to use proprietary software applications required for the operation of the CUPPS and on-going technical support. This Amendment also includes a budget of \$100,000 for the purchase of additional equipment and services necessary to support the CUPPS during the extended term, which may include, but is not limited to, the purchase of additional or replacement equipment such as workstations, kiosks and peripherals, and data security improvements and assessments. Airlines utilizing the CUPPS at PBI pay for the full cost of the system through rates and charges established annually in accordance with the Signatory Airline Agreement (R-2019-1155). ARINC is the sole source service provider for the CUPPS used at PBI; therefore, the Agreement is not subject to the Affirmative Procurement Initiatives (API) for Small/Minority/Woman-Owned Business Enterprise (S/M/W/BE) participation. **Countywide (AH)**

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

**Attachments:**

- 1. Amendment No. 1 (2 Originals)
- 2. Sole Source Letter

Recommended By: Carl Lanna Burke 8/14/24  
Department Director Date

Approved By: Ernie C. Ayala 9/3/24  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	\$300,305	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	\$300,305	_____	_____	_____
# 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 11IT/1430/1110 Object 3101

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

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

Section 5 of the Original Contract provides for the purchase of additional equipment and services necessary to support the CUPPS during each renewal term in an amount not to exceed \$100,000.

C. Departmental Fiscal Review: *Debra Duncan 8/15/24*

**III. REVIEW COMMENTS**

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

*Lisa Manta 8/15/2024*  
OFMB

*Shirley Mack 8/20/24*  
Contract Dev. and Control  
*Not 8/21/24*

**B. Legal Sufficiency:**

*Anne Delgado 8/23/24*  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**AMENDMENT NO. 1 TO  
MASTER AIRPORT SERVICES AGREEMENT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
ARINC INCORPORATED, A PART OF COLLINS AEROSPACE**

This **Amendment No. 1** to the **Airport Master Services Agreement** dated September 10, 2024, is made by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and **ARINC Incorporated, a part of Collins Aerospace**, a Delaware corporation having its principal place of business at 2551 Riva Road, Annapolis, Maryland 21401, hereinafter referred to as **COLLINS**.

WITNESSETH

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

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

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

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

1. The term of the Agreement is hereby extended for one (1) additional one (1) year period (10/1/24-9/30/25) in accordance with Article 3 of the Agreement.
2. The term of the Exhibit 1-B SOW 002 of the Agreement to provide technical support services is hereby extended for one (1) additional one (1) year period (10/1/24-9/30/25) for a not-to-exceed fee of \$142,805.97.
3. The term of the Exhibit 2 Software License is hereby extended for one (1) additional one (1) year period (10/1/24-9/30/25) for a not to exceed fee of \$57,498.12.

COLLINS.  
AUGUST 2024

1

AMENDMENT 1 TO R2023-0044  
MASTER AIRPORT SERVICES AGREEMENT

4. Human Trafficking. COLLINS warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. COLLINS has executed Exhibit 4, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

PALM BEACH COUNTY, FLORIDA

JOSEPH ABRUZZO  
CLERK OF THE COUNTY COURT  
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Maria Sachs, Mayor

WITNESS:

CONSULTANT:

DocuSigned by:  
Jon Liljedahl  
D9B9AC7D8134A7...  
SIGNATURE

\_\_\_\_\_ ARINC Incorporated, a part of Collins Aerospace  
COMPANY NAME

Jon Liljedahl Account Manager  
Name (type or print)

DocuSigned by:  
Ana Reeser  
4E1D37BDC7D14FC...  
Signature

Ana Reeser  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Pr. Specialist, Contracts  
Title

BY: Anne Delgent  
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: Sam Buba  
Department Director

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Attachment No. 2

Sole Source Letter



Jon Liljedahl  
Account Manager  
Connected Aviation Solutions

July 8, 2024  
CCO/HDQ-24-0166

Mr. Michael Giambrone  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

**Subject:** Sole Source Letter for ARINC Managed Services Technician at Palm Beach International Airport

Dear Mr. Giambrone,

ARINC Incorporated, a part of Collins Aerospace ("Collins") offers the following sole source justification for ARINC to perform the common use maintenance and repair at Palm Beach International Airport (PBI).

The Palm Beach Country Department of Airports acquired the Collins Common Use Passenger Processing System (MUSE) and the Collins ARINC Managed Services used by the PBI to manage passenger processing and check-in at the airport. Collins' software is critical to the efficient operation of the Airport and can only be maintained and supported by Collins. Collins is uniquely positioned to satisfy emerging operational needs and our knowledgeable and experienced Collins onsite team is essential to effectively and efficiently maintain PBI's systems.

If the Palm Beach Country Department of Airports were to procure this work through a competitive process, it is highly unlikely that a new vendor could offer the level of access and expertise required to effectively support Collins' MUSE systems. Collins' systems include specific intellectual property, which is not accessible to third party support providers, which allows Collins to provide a level of maintenance and support that extends well beyond what can be contracted with any other company. Only Collins can provide the qualified software engineers who tailored and implemented the software in PBI to meet Palm Beach Country Department of Airports specific requirements. In addition, the Collins onsite team has years of experience supporting the Palm Beach Country Department of Airports and its Airline partners at PBI.

In summary, Collins has the only team qualified to provide the onsite maintenance services for the PBI MUSE systems. No other company has the ability to provide this level of qualified support.

We look forward to continuing our relationship with the Palm Beach Country Department of Airports and PBI. Should you have any questions of a technical nature, please contact Mr. Jon Liljedahl at 860-716-3187. Contractual matters should be referred to Ana Reeser at [ana.reeser@collins.com](mailto:ana.reeser@collins.com).

Best Regards,



Jon Liljedahl  
Account Manager

**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 ARINC Incorporated, a part of Collins Aerospace (Collins) (Consultant) and attest that Consultant 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]*  
(signature of officer or representative)

Diana P. Duron, Principal Specialist Contracts  
(printed name and title of officer or representative)

**State of Maryland, County of Anne Arundel**

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 16<sup>th</sup> day of July, 2024, by Diana P. Duron.

Personally known  OR produced identification .

Type of identification produced personally known to me.

Sophia Quinn  
*[Signature]*

NOTARY PUBLIC  
My Commission Expires: 09-01-2024  
State of Maryland at large

(Notary Seal)