

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No: Fund 4100 Department 120 Unit _____ Obj _____

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

* No fiscal impact.

C. Departmental Fiscal Review: om Simon

III. REVIEW COMMENTS

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

John A. Delaney 7/12/17
OFMB Ex 711

Dr. J. Jacobson 7/14/17
Contract Dev. and Control
7/13/17

B. Legal Sufficiency:

Anne Delaney 7-14-17
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, June 20, 2017

Insured: ABM Parking Services, Inc. Insured ID: PBI-AB-16-01

Status: Compliant (with overrides)

ITS Account Number: PLC2133

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/1/2017			
General Aggregate:	\$5,000,000	\$6,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$2,000,000	X
Personal And Advertising Injury:	\$5,000,000	\$2,000,000	X
Each Occurrence:	\$5,000,000	\$2,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 11/1/2017			
Combined Single Limit:	\$5,000,000	\$5,000,000	
<u>Excess/Umbrella Liability</u>			
Expiration: 11/1/2017			
Each Occurrence:	\$0	\$5,000,000	
Aggregate Limit:	\$0	\$5,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 11/1/2017			
WC Stat. Limits	WC Stat. Limits	WC Stat. Limits	
<u>Crime and Fidelity</u>			
Expiration: 11/1/2017			
Third Party Liability		not provided	X
Each Occurrence:	\$1,000,000	\$2,000,000	
Aggregate Limit:	\$1,000,000	\$2,000,000	

Notifications ([Show All](#))

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

ABM PARKING SERVICES, INC.

CERTIFICATE OF INCUMBENCY

I, BARBARA L. SMITHERS, hereby certify that I am the duly elected and acting Assistant Secretary of ABM Parking Services, Inc. (the "Company"), and do hereby certify the following:

LAWRENCE DELUCA is a duly appointed and incumbent Officer of the Company, and is authorized to act in that capacity on behalf of the Company.

I FURTHER CERTIFY that in his capacity of Officer, Mr. Deluca is authorized to execute and deliver, on behalf of the Company, the First Amendment to Airport Parking Facilities Management Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Company.

IN WITNESS WHEREOF, I have hereunto set my signature on this 6th day of June, 2017.

Corporate Seal:



Barbara L. Smithers
BARBARA L. SMITHERS
Assistant Secretary

County of New York

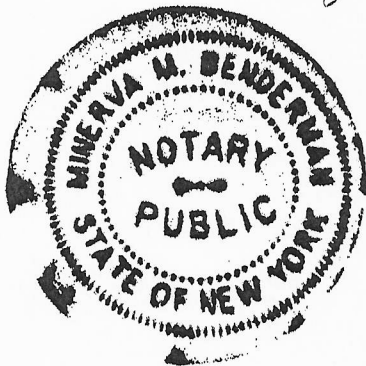
§
§ ss.
§

On June 6, 2017, before me, Minerva M. Benderman, Notary Public, personally appeared Barbara L. Smithers, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the document.

WITNESS my hand and official seal.

Minerva M. Benderman

Printed Name: Minerva M. Benderman
Notary Public



MINERVA M. BENDERMAN
Notary Public, State of New York
No. 01BE5060064
Qualified in Nassau County
Commission Expires May 13, 2018
Certificate Filed in New York County

**FIRST AMENDMENT
TO PARKING FACILITIES MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT (this "Amendment") is made and entered into _____, 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and ABM Parking Services, Inc., ("Operator"), a California corporation, having its office and principal place of business at 1150 South Olive Street, 19th Floor, Los Angeles, CA 90015.

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, the parties entered into that certain Airport Parking Facilities Management Agreement dated July 12, 2016 (R-2016-0863) (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

1. 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 Agreement.
2. Section 2.08 is hereby deleted in its entirety and replaced with the following:
 - 2.08 Americans with Disabilities Act or ADA includes the Americans with Disabilities Act of 1990, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973, as now or hereafter amended, and all implementing regulations, standards, orders and policies, including, but not limited to, applicable provisions of 28 CFR Parts 35 and 36 and 49 CFR Parts 37 and 38, and 36 CFR Part 1192.
3. The first sentence of Section 4.06(B) is hereby deleted in its entirety and replaced with the following:
 - B. Operator shall employ an independent third party to conduct "secret shopper" services/inspections of the operation of the Airport Parking Facilities and Shuttle Services upon the written request of the Department.
4. The first sentence of Section 5.01(G)(3)(d) is hereby deleted in its entirety and replaced with the following:
 - d. Healthcare Benefits. Operator shall furnish proof, reasonably acceptable to County, on a monthly basis that the premiums have been paid for eligible employees claimed prior to reimbursement by County.
5. Section 5.01(G)(11) is hereby deleted in its entirety and replaced with the following:
 11. The cost associated with any subcontracted services needed to fulfill a requirement imposed by the Department during the Term of this Agreement, including secret shopper/inspection and employee training services; provided, however, the cost of janitorial and pest control services shall not be eligible for reimbursement.

6. Section 8.07 is hereby deleted in its entirety and replaced with the following:

8.07 Training Program. Operator shall include a detailed employee training program in the Operations and Procedure Manual required pursuant to Section 9.03 ("Training Program") to be successfully completed by each of Operator's employees within two (2) weeks of the date of hire as a condition of continued employment. The Training Program shall include a customer service component to provide employees with the knowledge, skills, and competencies required to increase overall customer satisfaction. The Training Program shall also include disability sensitivity training relevant to each employee's job duties, information regarding Operator's non-discrimination obligations under this Agreement, training on how to effectively assist LEP individuals and information regarding Operator's and County's policies and procedures applicable to Operator's employees at the Airport. Operator shall provide to the Department copies of all updates made to its training materials throughout the Term of this Agreement for the Department's review and approval. Operator shall require each of its employees providing services to the public at the Airport, including, but not limited to, the local manager, supervisors, cashiers and drivers, to have successfully completed the Training Program, and shall advise all such employees that their continued employment as a part of this Agreement is conditioned upon their successful completion of the Training Program. All employees with direct day-to-day contact with the public shall complete a "refresher" customer service and disability sensitivity training course no less than once a year, and any employee who receives two (2) or more complaints, regardless of the outcome of any investigation or resolution of such complaints, shall be required to attend the next available "refresher" course. Upon request by Department, Operator shall provide Department a complete list of all employees who have successfully completed the Training Program and any "refresher" courses. The Department, in its sole and absolute discretion, may require customer service training to be provided to Operator's employees by a third party provider reasonably acceptable to Department specializing in such services.

7. Section 21.02 is hereby amended to add the following:

- D. Operator shall 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. This provision obligates Operator for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Operator for the longer of the following periods: (a) the period during which the property is used by County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which County or any transferee retains ownership or possession of the property.
- E. Operator shall comply with all applicable requirements of the ADA as defined herein.

8. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

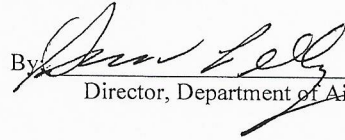
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

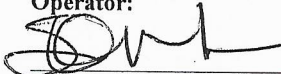
APPROVED AS TO TERMS AND CONDITIONS


By: _____
County Attorney

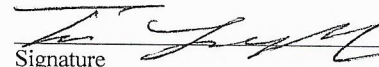
By: 
Director, Department of Airports

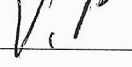
ATTEST:
Signed, sealed and delivered in the presence of two witnesses for Operator:

ABM Parking Services, Inc.
a California corporation


Signature.
Lauria Oloroh
Name (type or print)

By: 
Larry DeLuca
Name (type or print)


Signature
Tina Lopez
Name (type or print)


Title

(Seal)