

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|---|--------------|--------------------|--------------------|--------------|--------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>\$-0-</u> | <u>\$1,774,623</u> | <u>\$1,818,986</u> | | |
| Operating Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | <u>\$-0-</u> | <u>\$1,774,623</u> | <u>\$1,818,986</u> | <u>\$-0-</u> | <u>\$-0-</u> |
| # 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

Budget Account No: Fund 4100 Department 120 Unit 1340 Obj 3401

JP

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

The Amendment extends the term of the Agreement for two years from October 1, 2021, to September 30, 2023. The annual management fee was established in the RFP response in the amount of \$149,338 for FY2022 and \$153,818 for FY2023. The fiscal impact above includes the annual management fee and projected annual reimbursement expenses payable to ABM. For FY2022, the annual management fee is \$149,338 and projected annual reimbursement expenses are \$1,625,285. For FY2023 the annual management fee is \$153,818 and projected annual reimbursement expenses are \$1,665,168.

C. Departmental Fiscal Review: *Debra J. Johnson*

III. REVIEW COMMENTS

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

Lisa Mante 6/14/21
 OFMB 6-2-21
LM 6/14/21

J. S. Javelle 6/15/21
 Contract Dev. and Control
 6-15-21 JW

B. Legal Sufficiency:

Anne Delgent 6-17-21
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

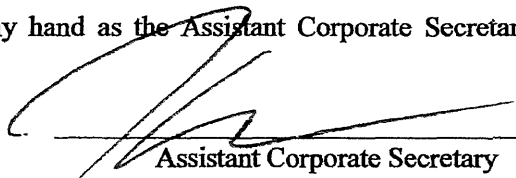
CERTIFICATE OF AUTHORITY

I, Noah Becker, Assistant Corporate Secretary of ABM Aviation, Inc, a Georgia corporation, (hereinafter the "Company"), hereby certify that as of the date of execution of this Certificate of Authority: (1) I am a duly elected and acting Assistant Corporate Secretary of the Company; (2) I am familiar with the books, records, and policies of the Company; and (3) that the person(s) holding the below listed position(s) have been delegated the authority to execute and deliver on behalf of the Company contracts or other instruments to customers including the Second Amendment to the Airport Parking Facilities Management Agreement with Palm Beach County.

Scott Hutchison

Senior Vice President

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Corporate Secretary of the Company this 3rd day of May, 2021.


Assistant Corporate Secretary

🔍 Search

👤 Insured

Insured Name

ABM Aviation, Inc. (DX00000692)



ABM Aviation, Inc. (DX00000692)

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🔄 History

☰ Deficiencies

📶 Coverages

★ Requirements

🔄 Contract Screen

Add

Edit

Help

Video Tutorials

Name: ABM Aviation, Inc. 👤

Account Number: DX00000692

Address:

Status: Compliant with Waived Deficiencies.

Insured ▲

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number: DX00000692

Risk Type: Standard - General Services

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: ABM Aviation, Inc.

Address 1:

Address 2:

City:

State:

Zip:

| | | |
|-----------------------------|---|---------------------------|
| Country: | | |
| Contract Information | | |
| Contract Number: | | |
| Contract Start Date: | | Contract End Date: |
| Contract Effective Date: | | Contract Expiration Date: |
| Description of Services: | Airport Parking Facilities Mgmt Agmt | Safety Form II: |
| Contact Information | | |
| Contact Name: | Don Stephens | Misc: |
| Phone Number: | | Alt Phone Number: |
| Fax Number: | | |
| E-Mail Address: | don.stephens@abm.com | |
| Approval Date: | | |
| Rush: | No | |
| Contract on File: | No | |
| Certificate Received: | No | |
| Indemnification Agreement: | No | |
| Tax Id: | | |

This Account created by c28 on 05/08/2020.

**SECOND AMENDMENT
TO AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO AIRPORT PARKING FACILITIES MANAGEMENT AGREEMENT (this "Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and ABM Aviation, Inc., a Georgia corporation, successor and surviving entity by merger to ABM Parking Services, Inc. ("Operator"), having its office and principal place of business at 14141 Southwest Freeway, Suite 477, Sugar Land, TX 77478-4630.

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, as amended) (the "Agreement"); and

WHEREAS, the Agreement provides that County shall have the option to renew the Agreement for one (1) additional two (2) year term ("Renewal Term"); 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. **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 Agreement.

2. **Renewal Term.** The Agreement shall be renewed for one (1) additional two (2) year period on the same terms and conditions as set forth in the Agreement, as amended hereby, except there shall be no further renewal. The Renewal Term shall commence on October 1, 2021, and terminate on September 30, 2023, unless terminated sooner pursuant to the terms and conditions of the Agreement.

3. **Airport Parking Facilities.** Section 2.06, Airport Parking Facilities, of the Agreement, is hereby deleted in its entirety and replaced with the following Section 2.06:

2.06 Airport Parking Facilities means the all vehicular parking areas and facilities designated by the Department for public parking at the Airport, which includes the long-term, short-term, premium, and economy public parking facilities located on

the Airport and any overflow parking areas designated by the Department for use on a short-term basis, and if so designated by the Department, the Employee Parking Area and Flight Crew Parking and Transportation Network Company (TNC) Staging Area and on-site ground transportation parking areas. The term "Airport Parking Facilities" shall include all vehicular parking areas and facilities designated by the Department for public parking now or in the future.

4. Transportation Network Company (TNC) Staging Area. Article 2 – Definitions, of the Agreement is hereby amended to add the following Section 2.43:

2.43 Transportation Network Company (TNC) Staging Area means the area(s) designated by the Department for staging by Transportation Network Companies (TNCs).

5. **Paid Time Off**. Section 5.01(E)(2), Paid Time Off, of the Agreement, is hereby deleted in its entirety and replaced with the following Section 5.01(E)(2):

2. **Paid Time Off** - All employees, who have successfully completed the probationary period as set forth in Section 8.02, shall be provided two point two-seven-five (2.275) hours of paid time off for each bi-monthly pay period worked; provided no more than fifty-four and six-tenths (54.60) hours of unused time shall be held at any time. The local manager shall be provided with four point nine-eight-three (4.983) hours of paid time off for each bi-monthly pay period worked; provided no more than one hundred nineteen and six-tenths (119.6) hours of unused time shall be held at any time. Amounts for non-full time employees shall be fifty percent (50%) of the amounts provided herein.

6. **Shuttle Vehicle Sanitization**. Section 10.07, Shuttle Transportation Service Requirements, of the Agreement, is hereby amended to add the following subsection 10.07(P):

P. Operator shall perform sanitization of the shuttle vehicles in accordance with written directives as may be issued by the Department to Operator from time to time.

7. **Non-Discrimination in County Contracts**. Section 21.01, Non-Discrimination in County Contracts, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.01:

21.01 Non-Discrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Operator warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Federal Non-Discrimination Requirements.** Section 21.02, Federal Non-Discrimination Covenants, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.02:

21.02 Federal Non-Discrimination Covenants. Operator, for its heirs, personal representatives, 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 it shall comply with the Non-Discrimination Requirements set forth in Exhibit "A", attached hereto and made a part hereof (the "Federal Non-Discrimination Requirements").

9. **Airport Concession Disadvantaged Business Enterprises ("ACDBE").** Section 21.03, Airport Concession Disadvantaged Business Enterprises ("ACDBE"), of the Agreement is hereby deleted in its entirety. This information is in the Federal Non-Discrimination Requirements document.

10. **Notices.** Section 23.10, Notices, of the Agreement, is hereby amended to delete the address for notices to Operator and replace with the following:

To Operator:
ABM Aviation, Inc.
14141 Southwest Freeway, Suite 477
Sugar Land, TX 77478-4630

With a copy to:
ABM Aviation, Inc.
3399 Peachtree Road NE, Suite 1500
Atlanta, GA 30326
Attn: Division Legal

11. **Scrutinized Companies.** Section 23.23, Scrutinized Companies, of the Agreement is hereby deleted in its entirety and replaced with the following Section 23.23:

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

available to the public, that a false certification has been submitted by Operator, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, F.S. Said certification must also be submitted at the time of Agreement renewal, if applicable.

12. **Public Records.** The Agreement is hereby amended to add the following Section 23.26:

23.26 **Public Records.** Operator shall comply with the Public Records Provisions set forth in Exhibit "B", attached hereto and made a part hereof (the "Public Records Provisions").

13. **E-Verify.** The Agreement is hereby amended to add the following Section 23.27:

23.27 **E-Verify Employment Eligibility.** Operator 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Operator's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Operator 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)(k), Florida Statutes, as may be amended. Operator 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 Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Operator has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Operator's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Operator to terminate its contract with the subcontractor and Operator shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Operator shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Operator shall also be liable for any additional costs incurred by County as a result of the termination.

14. **Ratification of Agreement.** 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.

Signature: *D Scott Hutchison*

Email: scott.hutchison@abm.com

15. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

16. **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 Agreement.

17. **Effective Date.** 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:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Anne Delgant*
County Attorney

By: *Debra Beck* *rw*
Director, Department of Airports

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

OPERATOR
ABM Aviation, Inc., a Georgia
corporation

Larry DeLuca
larry deluca (May 6, 2021 07:43 CDT)
Signature
Larry DeLuca
Name (type or print)

By: Scott Hutchison

Noah Becker
Noah Becker (May 6, 2021 08:42 EDT)
Signature
Noah Becker
Name (type or print)

Scott Hutchison
Name (type or print)
Senior Vice President
Title

(SEAL)

EXHIBIT "A" - FEDERAL NON-DISCRIMINATION REQUIREMENTS

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

1. Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Non-Discrimination Acts and Authorities ("Non-Discrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-Discrimination: Operator, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Non-Discrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Operator 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 Operator of Operator's obligations under this Agreement and the Non-Discrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Operator 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 Non-Discrimination 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, Operator 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 Agreement, 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 Operator under this Agreement until Operator complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Operator 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. Operator 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 Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Acts and Authorities. During the performance of this Agreement, Operator, 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);

- 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;
- The Federal Aviation Administration’s Non-Discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-Discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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. Operator 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 Operator will use the Operator Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Non-Discrimination Acts And Authorities.
2. In the event of breach of any of the above Non-Discrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the Operator Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

Operator 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 Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Non-Discrimination 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 Non-Discrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").

This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Operator agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Operator 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 Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator. This provision obligates Operator for the period during which the property is owned, used or possessed by Operator 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 "B"
TO THE AGREEMENT

"PUBLIC RECORDS PROVISIONS"

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Operator: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Operator shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Operator is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Operator further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Operator does not transfer the records to the public agency.

D. Upon completion of the Agreement the Operator shall transfer, at no cost to the County, all public records in possession of the Operator unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Operator transfers all public records to the County upon completion of the Agreement, the Operator shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon completion of the Agreement, the Operator shall meet all applicable requirements for retaining public records. All records stored electronically by the Operator must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Operator to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Operator acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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