

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 10, 2023

[] Consent

[X] Regular

[] Workshop

[] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) A Master Services Agreement with ARINC Incorporated (ARINC), a part of Collins Aerospace (Collins), (Agreement) for an amount not to exceed \$1,100,419.37, providing for hardware and firmware updates to the Common Use Passenger Processing System (CUPPS) used by the airlines operating at Palm Beach International Airport (PBI), licensing for the continued use of proprietary software applications, and technical support services effective January 10, 2023, and expiring on September 30, 2024, with four additional one-year options to renew; and
- (B) A Budget Transfer in the amount of \$167,669 in the Airport's Improvement and Development Fund to provide budget for the project, including a transfer from Reserves in the amount of \$167,669. This project is partially funded under the current year's budget.
- (C) A Budget Transfer in the amount of \$327,231 in the Airport's Operating Fund to provide budget for the project, including a transfer from Reserves in the amount of \$327,231.

Summary: The Agreement provides for hardware and firmware updates to the CUPPS, licensing for the continued use of proprietary software applications, and technical support services. Historically, airlines installed proprietary equipment at ticket counters and at gate podiums to process passengers at PBI. 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. While a number of airlines still use proprietary equipment at leased ticket counters and gates, many of the airlines operating at PBI rely solely on the CUPPS for passenger processing, and all the airlines use the CUPPS for overflow when additional gates are required to process passengers for flights. The County entered into a Contract with ARINC for the installation of the CUPPS on October 18, 2016 (R-2016-1480), which included a five-year software license and technical support services and expires on January 31, 2023. Although the Agreement becomes effective upon Board approval, the software license and technical support services will not commence until the expiration of the current Contract. The total not to exceed amount includes \$200,000 for any equipment or services that may be required during the initial term of the Agreement, including, but not limited to, the purchase of additional and/or replacement equipment such as workstations, kiosks and peripherals, data security improvements and assessments, relocation of equipment, and other services necessary for the support of the CUPPS. 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 Affirmative Procurement Initiatives (API) for Small/Minority/Woman-Owned Business Enterprise participation. The Agreement includes nonstandard limitation of liability and indemnification provisions, limiting ARINC's liability to \$1 million dollars and requiring ARINC to indemnify the County for ARINC's negligence or willful misconduct. Due to business needs and after advising the Department of Airports (DOA) accordingly, approval has been granted by Risk Management and the County Attorney's Office to move the Agreement forward for Board of County Commissioner approval. The CUPPS is critical to on-going airport operations, requiring specialized technical knowledge for its operation, maintenance and repair. Accordingly, DOA recommends approval of this item. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Agreement exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: The CUPPS is needed for the processing of passengers at PBI at common use workstations located at ticket counters and gate locations. Approval of the Agreement will provide for the continued operation of the CUPPS for the benefit of the airlines operating at PBI.

Attachments:

1. Agreement (3 - originals)
2. Sole Source Letters
3. Budget Transfer (2)

Recommended By: Rana Bube

Department Director

Date

Approved By: Will J. Blum

12/29/22

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$582,342				
Operating Costs	\$327,231	\$190,846			
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$909,573	\$190,846	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4100 Department 120 Unit 1430 Object 3101, 4909
Fund 4111 Department 121 Unit A350 Object 6401, 6504
Reporting Category

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

This project is partially funded in FY2023 in the amount of \$414,673. Approval of this item provides budget for the capital expenditures in the amount of \$582,341.63 and operating costs in the amount \$327,231 in FY2023 and \$190,846 in FY2024. Pursuant to the Agreement, a portion of the operating costs allocated in FY2023 (\$200,000) may be used in FY2023 or FY2024 for additional work that may be required during the initial 20-month term of the Agreement; however, the Department is unable to estimate the amount that may be used each fiscal year at this time.

C. Departmental Fiscal Review: Wahneema Lubiano

III. REVIEW COMMENTS

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

AED 12/23/22
MG 12/22 OFMB

Contract Dev. and Control 12/29/22
12/28/22

B. Legal Sufficiency:

Anne Helgeson 12-29-22
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

Master Airport Services Agreement

Between

ARINC INCORPORATED
a part of Collins Aerospace

and

PALM BEACH COUNTY

23-PBCSERV



Table of Contents

1. Definitions.....4

2. Approval and Budget.5

3. Term.....5

4. Statements of Work.....5

5. Changes.....5

6. Compensation.....6

7. Taxes.....6

8. Customer Responsibilities.....7

9. Exclusions.....8

10. Equipment.....8

11. RESERVED.....8

12. Collins Intellectual Property – No Work for Hire.....8

13. Intellectual Property Indemnification.....9

14. Warranties.....10

15. Insurance.....11

16. General Indemnification.....11

17. Limitation on Damages.....11

18. Bankruptcy.....12

19. Termination.....12

20. Proprietary and Confidential Information.....13

21. Data Privacy.....14

22. Governing Law and Dispute Resolution.....14

23. Rules and Regulations.....14

24. Compliance with Export Statutes and Regulations.....15

25. Notices.....16

26. Assignment.....16

27. Force Majeure.....17

28. Independent Contractor.....17

29. Qualified Personnel.....17

30. Non-Waiver of Rights.....17

31. Modification of Agreement.....17

32. Survival and Severability.....17

33. Palm Beach County Office of the Inspector General Audit Requirement.....17

34. E-Verify – Employment Eligibility.....18

35. Discrimination Prohibited.....18

36. Consents and Approvals.....18

37. Entire Agreement, Electronic Signature and Multiple Parts.....19

EXHIBIT 1.....21

STATEMENT OF WORK TEMPLATE.....21

EXHIBIT 1-A.....22

SOW 001.....22

EXHIBIT 1-B.....29

SOW 00229

EXHIBIT 232

SOFTWARE LICENSE32

EXHIBIT 336

FEDERAL NONDISCRIMINATION REQUIREMENTS36

This **Master Airport Services Agreement** ("Agreement") is dated _____, 2022 ("Effective Date") and is made between **ARINC Incorporated**, a part of Collins Aerospace ("Collins") a Delaware corporation having its principal place of business at 2551 Riva Road, Annapolis, Maryland 21401 and **Palm Beach County** a political subdivision of the State of Florida ("Customer") with offices located at 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470 (each of Collins and Customer a "Party" and collectively the "Parties").

RECITALS

WHEREAS Collins is a leading supplier of airport information technology products and services for passenger processing and facilitation, airport operations, baggage management, maintenance and support including but not limited to ARINC MUSE™, ARINC SelfServ™, ARINC SelfPass™, ARINC SelfDrop, ARINC OnVoy, ARINC VeriPax™, ARINC AirPlan™, ARINC AirVue FIDS, ARINC Managed Services.

WHEREAS Customer, by and through its Department of Airports ("Department"), owns and operates Palm Beach International Airport ("PBI" or "Airport"), located in Palm Beach County, Florida.

WHEREAS the Parties have entered into that certain Agreement dated October 18, 2016 (R-2016-1480) (hereinafter referred to as the "2016 Agreement"), under which Collins implements and provides technical support for a common use technology system for the commercial airlines at PBI.

WHEREAS the 2016 Agreement expires on January 31, 2023.

WHEREAS in advance of the anticipated expiration of the 2016 Agreement, Customer wishes to engage Collins to provide airport information technology products and/or services solutions consisting of equipment, software licenses, installation, and maintenance services as described herein at PBI.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions.

Use of any word or phrase defined below, or a pronoun used in place thereof, in any part of this Agreement, shall have the meaning set forth below:

- (a) **"Authorized Site" or "Authorized Location"** shall mean the location(s) specified in any Statement of Work ("SOW") where the Work will be provided by Collins for Customer.
- (b) **"Authorized User"** shall mean the personnel and/or representatives of Customer.
- (c) **"Equipment"** shall mean all hardware, data processing and telecommunications equipment detailed in any SOW that is to be provided by Collins to Customer.
- (d) **"Licensed Software"** shall mean the Collins provided proprietary software applications listed in the Software License included herein as Exhibit 2. Licensed Software also includes any other Collins installed third-party software required for the Work.
- (e) **"Price" and "Prices"** shall mean the amount of money in US Dollars.
- (f) **"Services"** shall mean the services provided by Collins to the Customer as defined in any SOW.

(g) **“Work”** shall mean the combination of Services, Equipment, Licensed Software and any other deliverables provided by Collins to Customer under any SOW.

2. Approval and Budget.

- (a) Customer hereby affirmatively represents that its governing body has authorized and approved all aspects of this Agreement, including the budget to purchase the Services.
- (b) Collins hereby affirmatively represents that the appropriate authorized individuals within its organization have reviewed, authorized, and approved all aspects of this Agreement.

3. Term.

This Agreement shall become effective as of the Effective Date first written above and, unless otherwise terminated in accordance with the provisions of this Agreement continue in full force and effect through September 30, 2024 (“Initial Term”). Following the Initial Term, Customer may, upon the Parties mutual agreement each year, extend this Agreement for four (4) additional one-year option terms. Each SOW shall have its own period of performance, none of which shall extend past the Term of the Agreement without a formal amendment to this Agreement being executed.

4. Statements of Work.

- (a) Collins shall provide the Work as defined within individual Statements of Work (“SOW”) which shall be duly executed, in the format as provided in Exhibit 1 and which shall be incorporated into this Agreement as Exhibit 1-A, Exhibit 1-B, etc. Terms not defined in a SOW shall have the meanings ascribed to them in this Agreement, unless otherwise specified in the SOW.
- (b) Each SOW shall include, as applicable, the following elements:
 - i. Description of the Services and/or Equipment being provided.
 - ii. Collins Responsibilities
 - iii. Customer Responsibilities (in addition to those listed in Section 8 below).
 - iv. Payment Schedule
 - v. Pricing Table
 - vi. Additional Terms and Conditions specific to that SOW

5. Changes.

Any changes to the Services or Equipment provided under this Agreement, or any SOW under this Agreement, shall only be by advance mutual written amendment of the Parties. Notwithstanding the foregoing, Collins may modify the Service (including modifications to the software and other elements of the Collins infrastructure) at any time, without prior notice, as it reasonably deems necessary to maintain or improve the Service provided the modification does not materially denigrate the functionality of the Service.

The Parties acknowledge and agree that additional Work may be required during the Term of this Agreement in addition to the SOW Exhibits approved as a part of this Agreement, which may include, but is not limited to, the purchase and/or installation of additional Equipment such as workstations, kiosks and peripherals, data security improvements and assessments, relocation of Equipment and other similar Services and/or Work necessary for support of the system installed at Customer site (“Additional Work”). Collins shall submit a proposal for any Additional Work requested by Customer for review and approval by the Department. In the event the proposal is incorporated into this Agreement via both Parties’ written agreement, Collins shall commence the Additional Work in accordance with an executed agreement. The total cost of Additional Work during the Initial Term shall not exceed Two Hundred Thousand Dollars and No Cents

(\$200,000.00). The total cost of Additional Work during each option year thereafter shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) per option year for a total not to exceed amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). In the event of a conflict between this Agreement and any additional Equipment or Services approved pursuant to this paragraph, the terms of this Agreement shall control.

Collins shall provide a comprehensive Service Delivery Plan ("SDP") for review and approval of the Department within fifteen (15) days of the Effective Date of the Agreement, which may be modified from time to time upon the agreement of the Parties, with the Department acting on behalf of Customer. The SDP shall include, but shall not be limited to, the roles and responsibilities of divisions of the Collins' team, the process and procedures for services and support to be provided on-site by Collins' technician and by off-site staff, system support, assurance of compliance with Collins' applicable data/information security policies, Collins' employee competency, incident management (including procedures for responding to major and minor outages and cybersecurity incidents and timely notification to Customer of such outages and incidents), response times, and remedial and preventive maintenance of all Equipment; and systems necessary for the operation of Collins' Multi-User System Environment ("xMUSE") passenger processing system at the Authorized Location(s) and Voice over IP ("VoIP") telephone system installed by Collins pursuant to the 2016 Agreement during its validity, with the exception of the IT Infrastructure (as hereinafter defined) that is maintained by Customer. Collins shall provide all Services and Work in accordance with the approved SDP. In the event of a conflict between the Agreement and the SDP, the Agreement shall control.

6. Compensation.

- (a) In consideration for the Equipment and Services provided any SOW, Customer agrees to pay Collins in accordance with pricing and payment terms as set forth in the SOW.
- (b) In accordance with Florida Statute 218.70, the Prompt Payment Act, all payments are due within forty-five (45) days of invoice date. Payments not received within forty-five (45) days are subject to a one- and one-half percent (1.5%) per month finance charge or the maximum interest rate permissible by law if lesser.

7. Taxes.

- (a) All prices stated in this Agreement shall be exclusive of Taxes.
- (b) The parties acknowledge that at the time of Agreement signature, Customer has provided to Collins a valid and properly completed exemption certificate certifying that Customer is not subject to such Taxes as defined below. Should Customer's tax-exempt status change, Customer shall be responsible for payment of the cost of any Taxes which Collins is required by applicable law to charge to Customer as a result of the transactions contemplated by this Agreement after such date as Customer is no longer tax-exempt.
- (c) For the purposes of this Agreement, taxes shall include, but not be limited to, sales taxes; use taxes, withholding taxes, value added taxes, goods and services taxes, stamp taxes, excise taxes, gross receipts taxes, transfer taxes, profits taxes, turnover taxes, port dues, import, export and custom duties, and any related penalties and interest or other similar taxes ("Taxes").
- (d) Collins shall have no liability for any Taxes, whether imposed on Collins or Customer, in connection with the performance by Collins of its obligations under this Agreement other than, for the avoidance of doubt, taxes imposed on Collins' net income.

- (e) In the event any amounts described in subsection 6(d) above (other than, for the avoidance of doubt, taxes imposed on Collins' net income) are imposed on Collins, Customer shall reimburse Collins for such amounts within fifteen (15) days of written request.
- (f) All payments shall be made without deduction or withholding. If Customer is required by law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins shall be increased such that after all deductions and withholdings, the amount paid to Collins shall be equal to the amount to which Collins would have been entitled under this Agreement had no deduction or withholding been required.
- (g) Any amounts withheld by Customer shall be timely remitted to the relevant authority as required by law. Customer shall promptly provide Collins with an official receipt or certificate in respect of the payment of such amounts.
- (h) Both Parties agree to cooperate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes or similar charges which increase its financial liability during the term of this Agreement, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges; provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

8. Customer Responsibilities.

- (a) Authority to Grant Access. Subject to Customer's policies and procedures of general applicability, Customer grants permission to Collins and its subcontractors to access and use, whether remotely or in-person, the Authorized Locations as well as Customer-owned hardware located thereon and all hardware and software components included therein, for the purpose of providing the Work. Customer shall be responsible, at its own expense, for any licenses or permits associated with access to, or use of, the Authorized Locations, as well as all permissions necessary for the employees of Collins or its subcontractors to access the Authorized Locations, including access to the Authorized Site after normal business hours.
- (b) Secure Storage. Where a SOW contemplates the provision of Equipment, Customer shall provide an adequately sized and secured storage area for the holding of Equipment and any spare parts at no additional cost to Collins. Unless otherwise agreed upon in an applicable SOW, Customer shall be responsible for moving Equipment from the secured storage area to the proper location for the installation.
- (c) Customer Cooperation. Customer understands that without prompt and adequate cooperation, Collins will not be able to perform the Work or, if performed, the Work may be materially altered or delayed. Accordingly, Customer shall provide prompt and reasonable cooperation as necessary for Collins to perform the Work and to perform diligently and in good faith all of its obligations specified herein and as may be specified in any SOW.
- (d) Third Party Warranties. The Work may require Collins to access hardware or software that Collins does not provide. Some manufacturers' warranties may become void if Collins or anyone else other than the manufacturer works on the hardware or software. Customer shall ensure that Collins' performance of the Work shall not affect such warranties or, if it

does, that the effect shall be acceptable to Customer. Collins does not take responsibility for third party warranties or for any effect that the Work may have on those warranties.

- (e) Violation of any Law. Customer agrees not to use the Work in any way that may constitute a violation of any applicable law or regulation.

9. Exclusions.

- (a) Customer understands and agrees that certain elements necessary for provision of the Services are outside the control of Collins and that Collins shall not be responsible for any impact on the Work related to such elements. These elements include, but are not limited to, LAN, WAN, Internet (together the "IT Infrastructure").
- (b) Customer understands and agrees that certain Services will require uninterrupted access to Customer's IT Infrastructure to operate as intended. Collins shall not be responsible for connection between Collins' data centers and Customer's IT Infrastructure, on any failure degradation to the Services resulting from the failure or degradation of the IT Infrastructure or the connections thereto. Collins shall not be responsible for any incident that is caused as a result of from the failure or degradation of Customer's IT Infrastructure.

10. Equipment.

- (a) Collins shall arrange for the delivery of the Equipment DAP (INCOTERM, 2020) Customer receiving dock or Customs clearance area provided, however, that any local customs clearance, customs duties and transfer of Equipment to the Authorized Site and storage thereto are the responsibility of Customer, unless otherwise agreed to by Collins.
- (b) Unless specifically included in a SOW's pricing, Customer agrees to be responsible for the customs clearance of all Equipment, all related duties and taxes and any other related charges for the import of the Equipment provided by Collins for use at the Authorized Site. Any delays in the clearance of Equipment through customs may result in a pro rata extension of any related milestones or deadlines, as reasonably determined by Collins.
- (c) Unless otherwise stated, upon delivery of the Equipment to the Authorized Site, Customer assumes the risk of loss of, theft of, damage to, or destruction of any unit of Equipment from any cause whatsoever (except if caused solely and directly by Collins). Customer agrees that Collins shall not incur any liability to Customer for any loss of business, loss of profits, expenses and any other claims resulting from any failure of or delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of Equipment while in Customer's control. In addition, at no time shall Collins be responsible for any personal injury or the loss or destruction of any other property resulting from the Customer's use of the Equipment.
- (d) Title to the Equipment shall pass from Collins to Customer only when payment for said Equipment has been made in full. Upon receipt of payment, Collins shall issue Customer a bill of sale transferring and assigning to Customer, without recourse or warranty, all of Collins' right, title, and interest in and to the applicable Equipment.
- (e) Collins shall not be responsible for any removal of Equipment or restoration of any Authorized Site.

11. RESERVED

12. Collins Intellectual Property – No Work for Hire.

- (a) The Licensed Software is subject to the Software License of ARINC Incorporated attached to this Agreement as Exhibit 2, which Software License shall, in relation to the rights and restrictions applicable to the Licensed Software, take precedence in instance of conflict with any provision of the body of this Agreement. The Licensed granted shall be a nonexclusive, nontransferable, limited license for the term of the Agreement at the Authorized Sites only.
- (b) Without limiting the foregoing, all intellectual property rights relating to the Work, including, without limitation, all related software applications, middleware, firmware and documentation, and the designs of all of the foregoing, (together the "Collins IP") are and shall remain the sole property of Collins, its affiliated entities and/or suppliers, as applicable, and are not to be considered a work made for hire. At all times, Collins, its affiliated entities and/or suppliers, as applicable, shall retain sole and exclusive ownership of any copyrights, patents, trademarks, trade secrets, and all other intellectual property rights associated with the Collins IP. Customer shall not, nor shall it permit, any of the following:
 - i. Make any copies of the Collins IP.
 - ii. Remove or otherwise modify any proprietary markings or notices of Collins, its affiliates or its suppliers contained within or placed upon the Collins IP.
 - iii. License, sublicense, sell, assign, transfer, grant a security interest, or otherwise convey use of the Collins IP without the prior written consent of Collins.
 - iv. Make any modifications to or derivative works using the Collins IP.
 - v. Disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from the Collins IP or any component thereof.
 - vi. Extract ideas, algorithms, procedures, object definitions, designs, methods, class definitions, templates, or hierarchies from the Collins IP for the purpose of creating any works that are intended to be used as a substitute for the Collins IP or any part thereof; or
 - vii. Violate any copyright restrictions inherent in the Collins IP.
- (c) The rights to the use of the Collins IP are personal to Customer and may only be used in the Equipment installed or authorized by Collins at the Authorized Locations.
- (d) Any limitation of liability or damages specified in this Agreement shall not apply to breach by Customer of any provision of this Section 13.

13. Intellectual Property Indemnification.

- (a) Collins shall defend or at its option settle, any claim, suit or proceeding ("Claim") brought against Customer based on an allegation that the Collins IP, when used as permitted by this Agreement, directly infringes a valid United States patent, and Collins shall indemnify Customer against any court awarded damages incurred by Customer as a result of such Claim, provided: (a) Collins is notified promptly by Customer in writing of the Claim and (b) Collins is given exclusive authority by Customer and reasonable information and assistance by Customer for the defense and/or settlement thereof.

- (b) In the event of a final adjudication by a court of competent jurisdiction that the Collins IP infringes such patent and the use or sale thereof is enjoined (or in Collins' reasonable opinion, the use or sale is likely to be enjoined), Collins shall, at its option, either: (a) obtain for Customer the right to continue using the Collins IP, (b) replace the Collins IP with non-infringing Work; (c) modify the Collins IP so that it becomes non-infringing; or (d) refund to Customer a pro-rata portion of the purchase price for the Collins IP.
- (c) Collins has no liability for any Claim based upon infringement based upon the combination, operation or use of the Collins IP with other products not supplied by Collins, wherein the infringement would not have occurred but for such combination, operation or use, or infringement resulting from changes made to the Collins IP without Collins' prior written consent.
- (d) The foregoing states the entire obligation of Collins with respect to intellectual property infringement indemnification.

14. Warranties.

- (a) Collins warrants that the Services (as defined herein) will be performed (i) in a professional and workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by companies in Collins' industry performing services of a similar nature; and (ii) in compliance with all applicable federal, state, local and foreign laws, regulations, ordinances, and orders, including, but not limited to 49 CFR 1542 and the Airport Security Program.
- (b) Where allowed by law, Collins will transfer to Customer any applicable and transferable manufacturers' warranties covering the Equipment.
- (c) In any instance where Collins is the manufacturer of the Equipment supplied under this Agreement, the Equipment shall be at the time of delivery, free from defects in material and workmanship. The warranty period shall be twelve (12) months from the date of installation, or as specified in the SOW herein. If, at the time of delivery of the Equipment, any such Equipment is found to be defective in material or workmanship, Collins shall, if it confirms existence of the defect, repair or, at its option, replace such defective product at its expense and with reasonable promptness. Customer shall provide Collins with written notice of a claimed defect within three (3) months after the defect becomes apparent to Customer. Said notice will contain reasonable proof that the claimed defect is covered by Collins' warranty.
- (d) **Warranty Exclusions:** The warranties offered in this Section 14 shall not apply where the impacted element of the Work is subject to misuse, theft, intentional damage or damage due to casualty such as fire or flood.
- (e) The only warranties made by Collins are those expressly provided herein. Any other statements expressed in the Agreement, including but not limited to proposals, specifications, drawings, or manuals shall not be deemed to constitute a warranty of the products. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY CLAIMS, EXPENSES OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THIS AGREEMENT.

15. Insurance.

Collins shall be responsible for providing and maintaining insurance for the Equipment until Title to the same has passed to the Customer in accordance with the terms herein. Collins will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- (a) Workers' Compensation, with Employers' Liability limits not less than \$1,000,000 each accident.
- (b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Complete Operations and
- (c) Comprehensive Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damages, including Owned and Non-owned and hired auto coverage, as applicable.
- (d) Collins shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, Customer reserves the right, but not the obligation, to review and request a copy of Collins' most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Collins warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Collins shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Collins of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- (e) All insurance will be on a "global" policy basis. Collins shall provide industry standard Certificates of Insurance indicating such coverage to the Customer within thirty (30) days upon request.

16. General Indemnification.

- (a) Collins Indemnity. Collins hereto agrees to defend and indemnify Customer, its officers, directors and employees, from and against any and all claims, demands and causes of action asserted by any third party for loss or damage to tangible property or injury or death of any person, to the extent such damage, injury or death is caused by the negligence or willful misconduct of Collins in the performance of Collins' obligations under this Agreement, provided that Collins is promptly informed in writing and is furnished a copy of each communication, notice or other action and is given full and complete authority, information and assistance (at the Collins' expense) necessary for the defense, compromise or settlement of such claim.

17. Limitation on Damages.

To the extent not prohibited by applicable law:

- (a) NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, COLLINS' TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED ONE MILLION US DOLLARS (\$1,000,000).
- (b) NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, COLLINS SHALL IN NO EVENT BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, WORK INTERRUPTION, INCREASED COST OF WORK, HARM TO BUSINESS OR BUSINESS REPUTATION, OR ANY CLAIMS OR DEMANDS AGAINST THE OTHER PARTY BY ANY OTHER ENTITY WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- (c) WITHOUT WAIVING THE RIGHT TO SOVEREIGN IMMUNITY AS PROVIDED IN FLORIDA STATUTE, SECTION 768.28, IN RELATION TO THE ABOVE LIMITATIONS OF LIABILITY, EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY AGREES THAT THE LIMITATION OF LIABILITIES CONTAINED HEREIN CONSTITUTE AN AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, HAVE BEEN FACTORED INTO THE PRICING, AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. THE ABOVE LIMITATIONS SHALL APPLY EVEN WHERE THEY CAUSE THIS AGREEMENT TO FAIL ITS ESSENTIAL PURPOSE. THIS AGREEMENT SHALL NOT CREATE ANY THIRD-PARTY RIGHTS.
- (d) The foregoing limitation on damages shall expressly not apply to Section 12 (Collins Intellectual Property – No Work for Hire), Section 13 (Intellectual Property Indemnification) or Section 20 (Proprietary and Confidential Information), or to any breach by the Customer of the Software License.

18. Bankruptcy.

- (a) In the event either Party shall file a voluntary petition, or any comparable petition, for bankruptcy, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship, or similar proceeding for the protection or relief of financially distressed debtors, the other Party shall have the right to suspend or terminate operations hereunder with immediate effect upon written notice to the other Party and to the fullest extent permitted by law.
- (b) Collins has the right to demand adequate assurance from Customer of Customer's ability to pay for Work purchased. In the event Customer is unable to or unwilling to provide such adequate assurance, Collins may suspend or terminate Work hereunder. Collins's right to adequate assurance from Customer shall not be affected by Customer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship, or similar proceeding.

19. Termination.

- (a) In the event Collins substantially fails to perform its obligations under this Agreement, this Agreement may be terminated in accordance with the provisions of this paragraph and all of Collins' rights hereunder shall in such instance end. The termination process shall start upon receipt by Collins of Customer's written notice of its intent to terminate for default. Said notice shall contain a detailed statement of the basis for the termination claim and

provide Collins thirty (30) days to cure. If Collins fails to cure, Customer shall provide written notice of the same to Collins. Termination shall become effective five (5) days after receipt of the written notification. No new work will be undertaken five (5) days after the date of the notice. In the event of such termination, Collins shall be paid for its Services under this Agreement that have been satisfactorily performed in accordance with the requirements of this Agreement up to the date of termination and for any Equipment that has been delivered or ordered for delivery.

- (b) In the event Customer substantially fails to perform its obligations under this Agreement, including but not limited to non-payment or late payment of invoices, this Agreement may be terminated in accordance with the provisions of this paragraph and all of Customer's rights hereunder shall in such instance end. Collins shall provide Customer written notice of its intent to terminate setting forth in detail the reason for the same. Customer shall have thirty (30) days from the receipt of the above notice to cure. If Customer fails to cure, Collins shall provide Customer with written notice of termination for default. Collins shall stop all work under this Agreement and Customer shall pay Collins for all Services performed to the date of termination and for any Equipment that has been delivered or ordered for delivery.
- (c) In the event of the termination hereof, Collins shall have the right to take possession of the Licensed Software, and all copies thereof, wherever located, and all documentation. Customer shall return to Collins the Licensed Software or, upon request by Collins, destroy the Licensed Software and all copies thereof and certify in writing that same have been destroyed.

20. Proprietary and Confidential Information.

- (a) For purposes of this Agreement, Confidential Information means: any information, knowledge, or data that is received by the receiving party from the disclosing party in connection with the Agreement, and that is (a) in writing and clearly marked with a proprietary or confidential legend at the time of disclosure; (b) in a machine-readable form, with the information or the media in which it is provided being clearly marked with a proprietary or confidential legend at the time of disclosure, or if such marking is not practicable, such information or media being identified as proprietary or confidential by written communication of the disclosing party prior to or contemporaneously with its disclosure; (c) disclosed orally or visually, with the information being identified as proprietary or confidential at the time of disclosure, and reduced to writing and clearly marked with a proprietary or confidential legend within thirty (30) days of the initial disclosure; or (d) incorporated or embodied in a sample product or other equipment, material or item clearly marked with a proprietary or confidential legend at the time of disclosure. Confidential Information does not include any information which: (i) in the public domain at the time the disclosing party first disclosed it to the receiving party hereunder, or subsequently became publicly known through no wrongful act of the receiving party; (ii) known to the receiving party, other than through receipt under a separate confidentiality agreement or similar agreement, prior to receipt under this Agreement; (iii) disclosed to the receiving party without restriction by a third party who had the lawful right to disclose such information; (iv) independently developed by the receiving party without the use of or reference to Confidential Information; or (v) required to be disclosed by judicial process, subject to the conditions below with regard to this type of disclosure, and otherwise continues to protect such information as Confidential Information until such time as one of the foregoing exceptions (a) through (d) are satisfied.
- (b) Neither party shall use the Confidential Information of the other party for any purpose not related to the performance of such party under this Agreement and in accordance with the

terms of this Agreement. To the extent allowed by law, both parties agree to limit access to the Confidential Information only to its employees and agents whose work responsibilities require such access.

- (c) In the event the receiving party is required by law, regulation, or court order to disclose any of the disclosing party's Confidential Information, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure in order to allow the disclosing party to seek a protective order or other appropriate remedy from the proper authority. The receiving party agrees to cooperate with the disclosing party in seeking such order or other remedy. The receiving party further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

21. Data Privacy.

- (a) Customer and Collins agree to the terms of the Data Processing Agreement (Version 6/21/22) found at <https://portal.rockwellcollins.com/documents/20147/7649469/DPA+-+All+IMS+Products+%26+Services+%288-30-21%29.pdf/>, the terms of which shall be incorporated herein by reference.. For purposes of this Agreement, "Personal Data" shall be defined as any information relating to an identified or identifiable natural person ("data subject").

22. Governing Law and Dispute Resolution.

- (a) All claims, demands, disputes or controversies between the Parties arising out of or relating to this Agreement or for the breach thereof, including but not limited to disputes with respect to whether the subject matter of any controversy is within the scope of the Agreement, or out of or relating to this Agreement's existence, validity or termination (any or all of the foregoing, a "Dispute") shall be settled first by escalating the dispute to senior management of the Parties for resolution.
- (b) In the event no resolution is reached by senior management of the Parties within ninety (90) business days, then for any, the following shall apply:
 - i. Any and all Disputes (whether arising in tort, contract or otherwise) arising under or in any way relating to the subject matter of this Agreement shall be governed by the laws of the State of Florida, without regard to any conflicts of law principles applied in that State that would require application of any other law.
 - ii. Where both parties are United States entities, the exclusive venue for the submission of Disputes shall be the state and federal courts located in Palm Beach County, Florida.
 - iii. Notwithstanding any provision above to the contrary, either Party may seek equitable relief before any court of competent jurisdiction in Palm Beach County, Florida without need to go through arbitration.
- (c) Notwithstanding any provision of this Section 22, all matters relating to the Licensed Software shall be settled as provided in the Software License set forth in Exhibit 2.

23. Rules and Regulations.

- (a) Customer and Collins each agrees to abide by all applicable anti-corruption and anti-bribery legislation (including, without limitation, the US Foreign Corrupt Practice Act of 1977

and the UK Bribery Act of 2010) in relation to the performance of their respective obligations under this Agreement.

- (b) The Congress of the United States prohibits U.S. citizens and corporations from transferring goods and funds to certain countries and individuals listed on the U.S. Treasury's Office of Foreign Assets Control ("OFAC") Sanctions and SND lists. Collins cannot provide any product and/or service directly or indirectly to these countries or individuals.
- (c) Customer agrees that none of its personnel who will have access to Collins' systems are denied/restricted parties. Customer also agrees it will not allow access to Collins' systems by personnel whose most recent country of citizenship or permanent residency is Cuba, Iran, North Korea, or Syria.

24. Compliance with Export Statutes and Regulations.

- (a) In performing the obligations of the Agreement, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data (Items) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations). Customer agrees that it will take measures to ensure that any goods or technical data received from Collins are not modified for or diverted for any use contrary to United States law, including any military application.
- (b) The Party conducting the export shall be responsible for obtaining the required authorizations for the applicable export, although Collins shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under this Agreement. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Customer as the end-user thereof, Customer will not, directly or indirectly, export, re-export, transfer, or re-transfer such goods or technical data received from Collins to any destination without Collins' prior written approval unless specifically permitted pursuant to such license or approval. Customer shall indemnify and hold harmless Collins from all liability or other consequences arising as a result of a breach of clauses (a) or (b).
- (c) The Party providing any Items under this Agreement shall, upon request, notify the other Party of the Items' Export Control Classification Numbers (ECCNs) as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Customer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer, and re-transfer of U.S. origin items.
- (d) Items received in Violation of Export Laws: in the event that Collins receives an Item from Customer that, whether or not through Customer's fault, is in non-compliance with any Export Controlled Laws and Regulations, Collins reserves the right to retain possession of

such property (quarantine). Collins shall have no responsibility or liability for any losses, claims, or damages incurred by Customer or any third party resulting from Collins' quarantine of such unit.

25. Notices.

All notices to be given by the Parties hereto shall be in writing and served by registered receipted mail or by receipted express air courier (e.g. FedEx, Purolator, DHL, UPS) as follows:

TO COLLINS:

Regan Rishel
Sr. Manager, Contracts
2551 Riva Road
Annapolis, MD 21401
+1.410.266.2076
Regan.Rishel@collins.com

With Copies to:

Johnny Collado
Account Manager, Americas
+1.860.986.2464
Johnny.collado@collins.com

David McKeever
Director, Sales – North America
+1.941.716.0406
David.McKeever@collins.com

TO CUSTOMER:

Laura M. Beebe
Director of Airports, Palm Beach International
Airport
846 Palm Beach International
West Palm Beach, FL 33406
Telephone
Email

With Copies to:

Shawna Larose
Director of Airport Properties
Palm Beach International Airport
846 Palm Beach International
West Palm Beach, FL 33406
Email: slarose@pbia.org

26. Assignment.

- (a) Neither Party may assign, charge, transfer or otherwise dispose of this Agreement or any interests, rights, or obligations herein in whole or in part, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing clause, Seller may assign any and all of its rights and obligations hereunder upon notification to Buyer to (i) any Seller-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller.
- (b) Notwithstanding the foregoing, any of the above items (i) through (iii) resulting primarily from a corporate reorganization, spin-off, split-off or similar corporate transaction involving Raytheon Technologies (RTX), or any RTX affiliate ("Spinoff"), shall not be deemed to be an assignment pursuant to this Section, provided that in connection with such Spinoff, a Third Party does not acquire Control of the entity subject to the Spinoff. For purposes of this Section, "Third Party" is defined as any entity other than RTX or any of its wholly owned subsidiaries or controlled affiliates, or any person(s) who control(s) RTX immediately prior to such Spinoff."
- (c) The terms "control", "controlling", "controlled by", and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other interests, by contract or agreement, or otherwise.

27. Force Majeure.

Collins shall not be liable for any interruption or suspension in the provision of the Work, or any delay or failure to perform under this Agreement when such interruption, suspension, delay or failure results from causes beyond its reasonable control, including an event which (i) is an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, riot, war, acts of terrorism or any other event beyond the reasonable control of Collins; (ii) is a delay attributable to Customer-directed sourcing or (iii) interferes with the performance of Collins's obligations (each a "Force Majeure Event"). In any such event, and with respect to the Work so interrupted, suspended or delayed, Collins's obligations hereunder shall be postponed for such time as Collins's performance is interrupted, suspended or delayed on account thereof.

28. Independent Contractor.

Neither Party is a partner, agent or legal representative of the other Party and no fiduciary relationship between the Parties is created by this Agreement. Collins is an independent contractor in the performance of this Agreement and each Party retains authority to manage its personnel, workers, subcontractors and operations required for performance of its obligations hereunder.

29. Qualified Personnel.

Collins reserves the right to subcontract any or all Services set forth herein. Notwithstanding the foregoing, all Services shall be performed by competent personnel under the general supervision of Collins which personnel shall be approved by Customer in advance and such approval not to be unreasonably withheld. Collins will conform with Customer's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the Customer's request, shall be supervised by Collins.

30. Non-Waiver of Rights.

Failure or delay by either Party to exercise or enforce any right conferred by this Agreement, including Collins' right to deliver invoices under this Agreement, shall not be deemed to be a waiver of any such right. Further, a waiver, express or implied, by either Party of any default by the other in the observance and performance of any of the conditions, covenants or duties set forth in this Agreement shall not constitute or be construed as a waiver of any subsequent or other default.

31. Modification of Agreement.

This Agreement may not be modified except by written instrument executed and approved in the same manner as this Agreement. Where the terms of any attachment, schedule or exhibit to this Agreement are at variance with the body of this Agreement, the terms of the body of this Agreement shall prevail.

32. Survival and Severability.

If any provision of this Agreement, including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the Parties agree to negotiate in good faith to draft a new legal and enforceable provision that to the maximum extent possible comports with the original intent of the Parties and maintains the economic and other terms to which the Parties originally agreed.

33. Palm Beach County Office of the Inspector General Audit Requirement.

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

34. E-Verify – Employment Eligibility.

- (a) Collins warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it:
 - i. 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
 - ii. has verified that all of vendor's subconsultants performing the duties and obligations of this contract 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.
- (b) Collins shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. Collins shall maintain a copy of any such affidavit from a subconsultant 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.
- (c) Customer shall terminate this contract if it has a good faith belief that vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Customer shall notify Collins to terminate its contract with the subconsultant and Collins shall immediately terminate its contract with the subconsultant. If Customer terminates this contract pursuant to the above, Collins shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this contract was terminated. In the event of such contract termination, Collins shall also be liable for any additional costs incurred by Customer as a result of the termination.

35. Discrimination Prohibited.

- (a) Customer is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, Collins warrants and represents that throughout the term of the Agreement, including any renewals thereof, 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 a default of the Agreement.
- (b) Collins shall also comply with the applicable provisions of the Federal Nondiscrimination Requirements set forth in Exhibit 3.

36. Consents and Approvals.

- (a) Whenever this Agreement calls for an approval, consent, authorization, notice or other action by the Customer or Department, such approval, consent, authorization, notice or other action may be provided or performed by the Department, on behalf of Customer, by and through its Director of the Department or his or her designee. In the event this Agreement is silent as to the standard for any consent or approval contemplated hereunder, the standard shall be the implied standard of reasonableness. In the event this Agreement is silent as to the specific timeframe for any

consent or approval to which the implied standard of reasonableness applies, such consent or approval shall not be unreasonably delayed.

37. Entire Agreement, Electronic Signature and Multiple Parts.

- (a) This Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof, and all prior proposals, representations, quotations, agreements, and understandings, written or oral, are superseded hereby. Customer acknowledges that any such prior proposals, representations, quotations, agreements, and understandings have been made for informational purposes only, that no liability under any legal or statutory theory, including fraud, can accrue to Collins based on any such materials or statements, and that all obligations and warranties of Collins are as expressly set forth in this Agreement and are not supplemented or amended by any such materials.
- (b) Each Party agrees and acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, undertaking, covenant or assurance of any nature whatsoever (whether or not in writing) made or given by any person (whether or not a party to this Agreement) which is not expressly set out in this Agreement and waives all remedies and rights of action which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, undertaking, covenant or assurance.
- (c) This Agreement may be executed in counterparts, each of which will be deemed to be an original, but which together shall constitute one and the same instrument. An electronic or digital copy of any counterpart (including an electronic signature, e.g. DocuSign) will be deemed an original for all purposes.
- (d) As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Collins certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- (e) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Collins 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 F.S. 215.473.
- (f) If Customer determines, using credible information available to the public, that a false certification has been submitted by Collins, 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 F.S. 287.135.
- (g) Any material submitted in response to this Agreement is considered a public document in accordance with Section 119.07, F.S. This includes material which Collins might consider to be confidential. All submitted information that Collins believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.
- (h) No provision of the Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the

Agreement, including but not limited to any citizen or employees of the Customer and / or Collins.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement on the date stated in the introductory clause with the intent to be legally bound.

ATTEST:

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

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Anne Helgert
County Attorney

By: [Signature]
Director, Department of Airports

ARINC INCORPORATED
~~a part of Collins Aerospace~~

[Signature]
788555D713344B7...
Signature

Sandra Leuer

Print Name

Sr. Contracts Manager

Title

EXHIBIT 1

STATEMENT OF WORK TEMPLATE

TEMPLATE ONLY

1. Summary
- Collins shall provide Customer with...
2. Authorized Site(s) / Location(s):
3. Period of Performance:
4. Service Descriptions
- a. Hardware solution

b. Software solution
5. Delivery and Installation
- a. Schedule

b. Provisioning

c. Installation

d. Testing and Acceptance

e. Training and Documentation
6. Support
- a. General Support

b. Support Levels

c. Maintenance Policy

d. Support Requests

e. Development Requests
7. Equipment List

Item	Qty	Location

8. General Collins' Responsibilities
9. General Customer Responsibilities
10. Pricing
- a. Non-Recurring

b. Recurring
11. Payment Terms – Invoice Schedule
- a. Non-Recurring.

b. Recurring.

**EXHIBIT 1-A
SOW 001**

1. **Summary**
Collins shall provide Customer with an update from the legacy vMUSE application to a new xMUSE interface to include installation services, equipment, parts, hardware, firmware and software as described below.
2. **Authorized Site(s) / Location(s):** Palm Beach International Airport ("PBI"). All equipment shall be installed in the locations identified by the Customer at PBI.
3. **Period of Performance:**
Collins shall commence procurement of the equipment provided for in this SOW immediately upon the Effective Date of the Agreement and coordinate installation of the Equipment with Customer upon receipt of Equipment. The Period of Performance for this SOW 001 shall commence upon Effective Date and terminate upon final acceptance of the upgrade, by Customer. Collins acknowledges and agrees that the Equipment to be installed by Collins pursuant to this SOW 001 may not be fully installed and/or operational prior to the expiration of the 2016 Agreement; therefore, Collins agrees to continue to maintain and provide services, including technical support, for the Equipment installed under the 2016 Agreement by Collins until such time as the new Equipment is installed and operational to ensure no interruption in services occurs during the term of this SOW 001 to the end user (airlines).
4. **Service Descriptions**
Under this SOW 001, Collins shall deliver to Customer hardware, software, deployment services and training to complete the deployment of:
 - Sixteen (16) new common use workstations.
 - Hardware refresh for existing thirty-nine (39) common use workstations in support of the xMUSE upgrade and on-prem migration.
 - Six (6) additional hardware kits for workstations available for spares.
 - Two (2) X-Series kiosks to support increased volume of self-serve check-in requirements.
 - Hardware and software (including anti-virus) required to build a new xMUSE on-premises Core which will be required to support and operate the MUSE system.

NOTE: In Article 9 below, equipment and quantities are provided.

Under this Scope of Work Collins will:

 - Provide project management and sixty-one (61) new common use workstations.
 - Sixty (60) of the new common use workstations will ship directly from the OEM to Customer.
 - One (1) will be sent to Collins's Tulsa facility for image build in the Collins lab.
 - Provide and install hardware and software for Core to be installed in one location.
 - Remotely stage the following in Tulsa:
 - A base Win10 image for the workstations with all peripheral drivers and firmware loaded onto the image.
 - Establish sixteen (16) new virtual machines (VMs) in the vMUSE solution's datacenter in support of common use position requirements prior to on-premise cut-over
 - An Internal Factory Acceptance Test (IFAT) will be conducted to ensure quality
 - Send Staged materials/data to Customer.

- Implementation of the Solution:
 - Implementation includes:
 - Travel costs for one engineer's travel for two (2) weeks.
 - Deployment of initial test workstation.
 - Coordination with Customer on Network.
 - Airline Application configuration & User Acceptance Test (UAT).
 - Develop GOLD Image (Basic Win10 image with applications and network).
 - Perform OJT training for onsite level 1 technicians during the deployment of the workstations.
 - Provide staging and configuration of the new core at the Collins' Tulsa based lab. Post Factory Acceptance Testing (iFAT), this core will be shipped directly to Customer.
 - Provide on-site implementation and training to identified system users and technical staff located at PBI.
 - Common use workstation rollout will be performed by Collins' technician, working with PBI's L1 technician.
 - Implementation does not include:
 - Any modifications to the airport, millwork, or to Customer-owned networking.
 - Power or required network infrastructure which shall be provided by Customer.

5. **Delivery and Installation**

- a. Provisioning – See Section 4 above.
- b. Installation – See Section 4 above.
- c. Testing and Acceptance – See Section 4 above.
- d. Training and Documentation
 - i. Collins Training shall cover:
 - Basic Airline operations.
 - Basic System Architecture – xMUSE OnPremise
 - L1 software troubleshooting – xMUSE
 - L1 Peripheral hardware troubleshooting – xMUSE
 - Airline TE Applications, common issues and resolutions; and
 - Technical Issue escalation processes and procedures.

6. **General Customer Responsibilities**

To ensure that Collins can effectively and efficiently complete the SOW, where applicable, Customer will provide at no cost to Collins (a) an adequate staging area and user training area as needed and (b) access to secured areas, as needed, including badging and escorts.

7. Pricing

Description	Qty	Spares	Unit Price	Total Price (USD)
Non-Recurring Costs				
COTS Software- Off-the-Shelf	1		\$ 54,853.83	\$ 54,853.83
Hardware				
Coreroom Hardware	1		\$ 75,417.56	\$ 75,417.56
Bulk Hardware:				
MUSE Workstation (w/cables, monitors, power)	55	6	\$ 1,258.13	\$ 76,745.93
ATB	55	6	\$ 647.52	\$ 39,498.72
BTP	55	6	\$ 712.50	\$ 43,462.50
MSR/OCR	16	2	\$ 355.15	\$ 6,392.70
LSR	0	0	\$ 405.02	\$ -
UPS	55	6	\$ 203.02	\$ 12,384.22
DCP	19	2	\$ 367.42	\$ 7,715.82
Self Serve Kiosk	2		\$ 21,445.34	\$ 42,890.68
Labor				
Project Management Labor				\$ 11,993.65
Requirements Planning Labor				\$ 69,483.11
System Production & Delivery Labor				\$ 120,637.55
Travel (3 Trips - kickoff, delivery, closeout)				\$ 20,865.36
Subtotal Non-Recurring Price				\$ 582,341.63
Recurring Cost				
License Charge Feb 2023 thru Sept 2028	68 months		\$ 4,791.51	\$ 325,822.68
Subtotal Recurring Price				\$ 325,822.68
Total Price				\$ 908,164.31

8. Payment Terms – Invoice Schedule

- a. Non-Recurring.
- Collins shall invoice the Non-Recurring Price according to the following schedule:
- Twenty percent (20%) upon Notice To Proceed (NTP)
 - Twenty percent (20%) upon completion of the internal Factory Acceptance Test (FAT)
 - Twenty percent (20%) upon “GoLive – Beneficial Use” date (The date when the first live passenger is processed on the new system.)
 - Twenty percent (20%) upon completion of Endurance Testing
 - Twenty percent (20%) upon final customer acceptance

b. Recurring Pricing.

Collins shall invoice Customer for all recurring pricing, which shall be paid in accordance with Section 6(b) of the Agreement. For the period commencing February 1, 2023, and ending on September 30, 2024, Collins shall invoice Customer for the recurring license charge in the amount of \$4,791.51 on a monthly basis. In the event Customer elects to extend the term of the Agreement, Collins shall invoice Customer for the recurring annual license charge in the amount of \$4,791.51 on a monthly basis for each additional one (1) year option term.

9. Equipment Lists:

	Qty	Sp	Warranty
COUNTER AND GATE WORKSTATIONS			
OptiPlex 3090 SFF	55	6	5 Years ProSupport with Next Business Day Onsite Service
10th Generation Intel® Core™ i3-10100 (4-Core, 6MB Cache, 3.6GHz to 4.3GHz, 65W)	55	6	
Windows 10 Pro 64bit English, French, Spanish (Includes Windows 11 Pro license)	55	6	
8GB, 1X8GB, DDR4 non-ECC Memory	55	6	
2.5 inch 500GB 7200rpm SATA Hard Disk Drive	55	6	
P1917S 19 in standard monitor (1280*1024)	55	6	
TK180 Metal ATB Printer	55	6	5 year warranty
3m USB cable (Green)	55	6	
Country specific power cable	55	6	
TK180 Metal BTP Printer	55	6	5 year warranty
Roll Holder	55	6	
3m USB cable (Purple)	55	6	
Country specific power cable	55	6	
IDENTY chrom	16	2	6 year warranty
Xenon 1950	55	6	6 year warranty
Stand	55	6	
LaserJet Pro M404n	19	2	OEM
3m USB cable (Black)	19	2	
Back-UPS Pro 1000VA / 600W 120V UPS (10) outlets, energy saving	55	6	OEM
Core Equipment		Qty	
PowerEdge R6515 server		1	
(1) AMD EPYC 7443P (24 core, 2.85GHz, 128 MB cache, 200W)		1	
(4) 32GB RDIMM, 3200MT/s, Dual Rank		4	
(8) 480GB SATA MU SFF SSD		8	
PERC H740P RAID Controller/8GB cache (RAID 5 capable)		1	
Broadcom 5720 Dual Port Gigabit Ethernet Mezzanine Adapter (2 x 1Gb Ports)		1	
Broadcom 5719 PCIe Gigabit Ethernet Adapter (4 x 1Gb Ports)		1	
iDRAC Enterprise		1	
(2) 550W Hot Plug/Redundant Power Supply		2	

ProSupport and 4Hr Mission Critical, 60 Month(s)	1
PowerEdge R6515 server	1
(1) AMD EPYC 7443P (24 core, 2.85GHz, 128 MB cache, 200W)	1
(4) 32GB RDIMM, 3200MT/s, Dual Rank	4
(8) 480GB SATA MU SFF SSD	8
PERC H740P RAID Controller/8GB cache (RAID 5 capable)	1
Broadcom 5720 Dual Port Gigabit Ethernet Mezzanine Adapter (2 x 1Gb Ports)	1
Broadcom 5719 PCIe Gigabit Ethernet Adapter (4 x 1Gb Ports)	1
iDRAC Enterprise	1
(2) 550W Hot Plug/Redundant Power Supply	2
ProSupport and 4Hr Mission Critical, 60 Month(s)	1
PowerEdge R6515 server	1
(1) AMD EPYC 7302P (16 core, 3.0GHz, 128 MB cache, 155W)	1
(2) 16GB RDIMM, 3200MT/s, Dual Rank	2
(2) 480GB SATA MU SFF SSD	2
(6) 2.4TB 10k SAS SFF HDD	6
PERC H740P RAID Controller/8GB cache (RAID 5 capable)	1
iDRAC Enterprise	1
(2) 550W Hot Plug/Redundant Power Supply	2
ProSupport and 4Hr Mission Critical, 60 Month(s)	1
PowerVault TL1000 1U Tape Labrary LTO6 SAS	1
(16) LTO6 Tape Media	16
(2) LTO Tape Cleaner	2
6Gb Mini to HD Mini SAS Cable 2m	1
ProSupport and 4Hr Mission Critical, 60 Month(s)	1
(5) LTO6 Tape Media	1
12Gb SAS HBA Dual Port LP	1
OptiPlex 3090 SFF	1
10th Generation Intel® Core™ i3-10100 (4-Core, 6MB Cache, 3.6GHz to 4.3GHz, 65W)	1
Windows 10 Pro 64bit English, French, Spanish (Includes Windows 11 Pro license)	1
8GB, 1X8GB, DDR4 non-ECC Memory	1
2.5 inch 500GB 7200rpm SATA Hard Disk Drive	1

5 Years ProSupport with Next Business Day Onsite Service	1
C2G DisplayPort to VGA M/F Active Adapter 8"	1
NETSHELTER SX 42U 600MMX1070MMD ENCL SIDES BLK CUST PAYS FRT	1
FIXED SHELF 50LBS/22.7KG BLACK	2
10PK 1U 19IN BLACK MODULAR TOOL LESS BLANKING PANEL	1
17IN RACKMOUNT LCD KVM CONSOLE	1
1X8 CAT-5 ANALOG KVM SWITCH USB LOCAL USER	1
7FT USB CAT5 INTEGRATED ACCESS CABLE	8
1PORT SPIDER REMOTE KVM-OVER-IP WITH USB CONNECTOR	1
C2G DisplayPort to VGA M/F Active Adapter 8"	1
BASIC PDU 120V 15A 0U RM 14X5-15R	1
8 FT PWR CORD 13A 5-15P TO C13 16AWG	10
SMART UPS X 3000VA RACK-TWR LCD 100-127V	1
APC Smart-UPS X 120V External Battery Pack Rack/Tower	1
DVDRW DL 8X USB BLACK MDISC SLIM WITH SW	1
CAT6 1000FT Box Plenum Yellow	1
CAT6 RJ-45 Connectors (100 pack)	1
DB9F TO DB25 Modem Cable	1
DB25M TO DB25F Serial Cable	-
Power cables, Cables. Labeler, Labeling, Cable Ties, Velcro, Patch Panels, Screws, Anchors etc.....	1
Cisco ISR 4221 SEC Bundle with SEC lic	6
Console Cable 6ft with USB Type A and mini-B	6
19 inch rack mount kit for Cisco ISR 4220	6
ASA 5506 Appliance with SW, 8 ports, 3DES/AES	1

**EXHIBIT 1-B
SOW 002**

1. Summary

Collins shall provide technical support services for the Equipment and systems installed by Collins' pursuant to the Agreement, including SOW 001, and the 2016 Agreement (to the extent Equipment installed pursuant to the 2016 Agreement is not subject to replacement pursuant to the Agreement) at the Authorized Site listed below, which shall include the provision of a Level 1 on-site, full time dedicated technician as required by this SOW 002. Equipment includes, but is not limited to, ticket counter and gate workstations, common use self-service kiosks, and core equipment and the Voice over IP telephone system ("VoIP").

2. Authorized Site(s) / Location(s): Palm Beach International Airport (PBI)

3. Period of Performance:

Upon Effective Date of this Agreement and at the expiration of the 2016 Agreement, provision of an on-site technician will commence February 01, 2023, and expire on September 30th, 2024 ("Initial Term"). Following the Initial Term of this SOW 002, the Parties may elect to extend this SOW 002 for four (4) one-year option terms concurrent with the extension of the Agreement. The Parties acknowledge and agree that Customer shall no obligation whatsoever to extend this SOW 002 beyond the Initial Term notwithstanding any provision of this SOW 002 or the Agreement to the contrary.

4. Service Descriptions

An on-site, full-time Collins' dedicated technician shall be responsible for delivering a "total service package" and set the standards of performance in terms of their routine, operational duties, adherence to safety and security procedures and in their interaction with the Customer(s). This Collins resource will be fully trained in all related Collins system operations and troubleshooting procedures.

The Collins' dedicated technician will be available on-site for forty (40) hours per week, excluding federal holidays (as defined in 5 USC §6103), sick leave and individual days of leave. The schedule for the Collins' on-site technician will be agreed upon with the Customer prior to start of service and may be modified from time to time upon mutual agreement of Collins and Customer. Collins acknowledges and agrees that the technician will be on-duty when Customer's primary Level 1 staff member is not on duty, which may include weekends and evening hours, providing the dedicated technician does not have a personal conflict. The on-site technician shall be required to coordinate schedule changes in advance, including sick and vacation leave requests, with the Customer's designated representative to ensure Level 1 support services remain continuously available at PBI without interruption.

Collins will provide a backfill resource to the Customer for 80 hours of scheduled vacation time for the Collins' on-site technician,

Collins' remote system support (Level 2 / 3) is in place 24 hours per day, 7 days per week, for 365 days per year, including holidays.

Customer shall have the right to approve the Collins' on-site technician prior to hire, which shall include any replacement technician(s). Collins shall provide a copy of the resume of the proposed Collins' on-site technician to Customer for review and shall allow Customer to participate in a pre-hire interview if requested by Customer. Customer shall have the right to request replacement of the Collins' on-site technician, in its sole and absolute discretion, for performance issues, including, but not limited, failure to timely perform the services required by this SOW 002 and/or the SDP designated to be performed

by the on-site technician, excessive absenteeism, or poor customer service skills. Collins agrees to diligently pursue replacement of its on-site technician in the event Customer requests replacement. Collins shall continue to provide Level 1 support through other resources approved by Customer in its reasonable discretion during any period of unavailability of the Collins' on-site technician, which is anticipated to extend for more than three (3) consecutive days.

5. Support

The Collins on-site technician will provide Level 1 support, which shall include the services listed below. Collins shall continue to provide all Level 2 and Level 3 support by the remote help desk. Support shall be provided by Collins in accordance with the SDP approved by Customer in accordance with the Agreement, as may be amended. Collins' on-site technician shall:

- Follow appropriate processes and procedures as directed by Collins.
- Report to the Collins regional manager.
- Maintains Airport security clearance sufficient to work in secure areas of the Airport, , comply with Customer's security protocols and procedures, and attend training as required by Customer to ensure compliance with requirements of the Airport's security plans.
- Be available to support the customer with non-Collins IT tasks as reasonably/ requested by Customer's designated representative.
- Possess the knowledge to diagnose and correct problems, implement solutions, and escalate issues as needed.
- Maintain all hardware/Equipment per manufacturer's specification.
- Be dedicated to servicing Equipment and provide services such as:
 - Corrective hardware maintenance, firmware updates.
 - Updates, software patches, and reimaging
 - Preventative Maintenance
 - Warranty repairs and OEM logistics
 - Asset, spares, and consumables management; and
 - Network and local airline telecommunications support.
- Deploy software releases, patches, and hot fixes
- Manage change requests and requests for additional services.
- Track relevant hardware and software assets
- Provide and maintain the inventory of all consumable supplies in sufficient quantities to ensure no disruption of services to the end users (airlines).
- Design, deploy, and support hardware images
- Provide support for CUPPS network
- Perform Level 1 support for the Cisco Call Manager system and hardware.
- Possess troubleshooting skills and the ability to identify hardware errors
- Provide on-site end user training to the customers and airlines
- Provide Level 1 support training to Customer's staff responsible for providing support during periods Collins' on-site technician is not on-site. Be proficient in customer applications and know when to recommend more training.
- Provide support for VoIP, including remedial and preventative maintenance, and Level 1 support.
- Provide usage reports to Customer upon request of Customer.
- Provide training to Customer's staff to access any necessary usage reports for end user (airline) billing.

In most cases the on-site technician will not be expected to repair Equipment on the spot unless a simple procedure clears the fault. Otherwise, the on-site technician will replace the inoperative

equipment with a unit from the spares pool and will maintain appropriate records. If the equipment is under warranty, on-site technician will follow RMA process.

Level 2 and Level 3 support will be covered and provided by the remote helpdesk:
Systems support also acts as the escalation point for the on-site team to handle complex system issues if required. Systems support works with the on-site staff to resolve issues that need a high level of technical knowledge or system access, leading the investigation for long-term problem resolution. Typically, they develop bug fixes and, depending on the issue, will either apply the fix remotely or work with the on-site staff to apply the fix. The on-site staff is typically involved in the testing of the bug fix to ensure problem resolution. Systems support shall be available for escalated issues 24 hours per day, 7 days per week, for 365 days per year, including holidays.

6. **General Customer Responsibilities**
Under this SOW, in order to ensure that Collins’ on-site technician can effectively and efficiently complete the services, Customer will provide at no cost to Collins the following:
- a. Office space and internet service for the on-site technician

b. Secure storage for equipment

c. Access to necessary parts of the airport (MDFs, Core Room, or anywhere Collins’ Equipment will be stored or deployed)

d. Employee parking, if employee parking is available

e. Employee badging

7. **Pricing**
On-Site Recurring Charges – Starting February 01, 2023

Recurring Charges	
Services	Purchase Price (USD) (Annually)
Level 1 Support – Transition Period (02/01/2023 – 9/30/24)	\$222,247.54
Level 1 Support – 1 st Year Option (10/1/24 – 9/30/25)	\$142,805.97
Level 1 Support – 2 nd Year Option (10/1/25 – 9/30/26)	\$142,805.97
Level 1 Support – 3 rd Year Option (10/1/26 – 9/30/27)	\$142,805.97
Level 1 Support – 4 th Year Option (10/1/27 – 9/30/28)	\$142,805.97
Recurring Charges Total	\$793,471.42

8. **Payment Terms – Invoice Schedule**
The invoices for Recurring Charges shall be issued by Collins monthly.

EXHIBIT 2
SOFTWARE LICENSE

1.0 DEFINITIONS

All capitalized words used in any part of this Software License shall have the meaning set forth in the Agreement, except as otherwise expressly provided for in this Software License.

- 1.1 "Agreement" means the Master Airport Services Agreement between the Licensee and ARINC Incorporated to which this Software License is attached.
- 1.2 "Authorized Sites" means the sites identified within a valid Scope of Work under the Agreement where a Collins affiliated entity has installed or will install the Software under the Agreement.
- 1.3 "Licensed Software" means the software applications listed below for use at the Authorized Site:
- ARINC MUSE™
 - ARINC SelfServ™
 - ARINC AirPlan™
- 1.4 "Licensee" means Palm Beach County, a political subdivision of the State of Florida.
- 1.5 "Software License" or "License" means this Exhibit 2, which authorizes Licensee to use and operate the Licensed Software in accordance with the term and conditions set forth in this Exhibit 2.

2.0 LICENSED SOFTWARE

- 2.1 The Licensed Software is to provide functionalities materially as specified in the Agreement. The Licensed Software is not for sale. Collins or its affiliates may develop, configure, enhance, upgrade, or otherwise modify the Licensed Software to accommodate Licensee's specific needs and it is understood that such change(s) in the Licensed Software is/are for the express purpose of providing a capability.
- 2.2 Licensee acknowledges that the Licensed Software contains certain third-party software products. In addition to the terms and conditions set forth herein, Licensee hereby agrees that: (i) owners of the third-party software products being licensed within Collins' software application are designated as third-party beneficiaries to this Software License; and (ii) Licensee will prohibit publication of any results of benchmark tests run on the third-party programs.

3.0 PRICING/PAYMENT

Licensee shall pay to Collins or its affiliate the license fees specified in Exhibit 1-A, SOW 001 of the Agreement as consideration for this License.

4.0 LICENSE(S)

- 4.1 Upon installation of the Licensed Software by Collins or its affiliate and prompt and timely payment by Licensee of the license fee described in the Agreement, Collins grants to Licensee a nonexclusive, nontransferable, limited license to use and operate the Licensed Software as follows for its internal operations and subject to the limitations and restrictions provided herein:
- a) Location: Palm Beach International Airport
 - b) Term: For the term of the Agreement.
 - c) Type: Limited unit quantity license for Licensee restricted to use in the hardware into which the Licensed Software is installed by a Collins affiliated entity and related end uses as permitted by the Agreement.

Such grant shall be an object code license to use the Licensed Software at the Authorized Sites and in the authorized units; provided however, any source code provided as part of the Licensed Software delivery shall be subject to the terms set forth herein. Collins and Licensee agree that Licensee's use of the Licensed Software shall mean that Licensee is authorized to allow End Users to use the Licensed Software within the Authorized Sites only on the same terms and conditions of this License. Collins reserves all rights not expressly granted herein to Licensee.

- 4.2 At any time upon advance notice, Licensee shall permit Collins or its affiliates the right to inspect Licensee's servers to verify compliance with the terms of this License.
- 4.3 **License Restrictions:** Under no circumstances shall Licensee (including its authorized users):
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 - 4.3.5 except as provided herein, provide or allow any timesharing arrangements using the Licensed Software outside of Authorized Sites.
 - 4.3.6 make any modifications to or prepare derivative works using the Licensed Software or associated documentation.
 - 4.3.7 disassemble, decompile, reverse engineer or otherwise create or attempt to create or allow others to create or attempt to create source code from the Licensed Software; or use the Licensed Software on any computer, at any location outside of the Authorized Site.
 - 4.3.8 re-export, directly or indirectly, any technical data and will not directly export the Licensed Software, or any products incorporating the Licensed Software to any country restricted under the laws of the United States and the laws of the country of the Authorized Sites.

5.0 LIMITED WARRANTY

- 5.1 Warranties are only as provided by the relevant Collins affiliate under the Agreement and as otherwise statutorily required. Collins does not warrant performance of the Licensed Software under this Software License. Licensee accepts the use of the Licensed Software 'AS IS' after acceptance of the system deliverables under the Agreement.
- 5.2 **EXCLUSION OF OTHER WARRANTIES.** Collins does not warrant under this Software License that the functions contained in the Licensed Software will meet the Licensee's requirements or that the operation of the Licensed Software will be uninterrupted or error free. If any copy of the Licensed Software, related media or documentation has been altered or changed in any way by the Licensee or others, the License is VOID and the Licensee must destroy all copies of the Licensed Software. Collins is not responsible for problems caused by changes in the operating characteristics of the computer hardware or operating system which are made after acceptance of the Licensed Software. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COLLINS AND ACCEPTED BY THE LICENSEE UNDER THIS SOFTWARE LICENSE IS STATED ABOVE. THE LICENSEE AGREES AND UNDERSTANDS THAT NO OTHER WARRANTY EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OFFERED OR CONTEMPLATED IN THE LICENSEE'S USE OF THE LICENSED SOFTWARE UNDER THIS SOFTWARE LICENSE.**
- 5.3 NOTWITHSTANDING THE FOREGOING, Collins has certain obligations under the Agreement related to the quality and suitability of the systems delivered or to be delivered by Collins, and nothing in this Section 5 shall act to limit such requirements.

6.0 LIMITATION OF LIABILITY

- 6.1 To the maximum extent permitted by applicable law, in no case shall Collins' liability for any cause of action arising out of or relating to this Software License exceed the amount paid by Licensee for the right to use the Licensed Software stated in this Software License or in the Agreement, less depreciation.
- 6.2 To the maximum extent permitted by applicable law, in no event shall Collins be liable for loss of profits, revenue, use, data or any other indirect, special, reliance or consequential damages, whether or not Collins or its agents have been advised of the possibility of such damages.
- 6.3 The provisions of this Software License allocate the risks between the Licensee and Collins. The fees provided for this Software License as provided in Exhibit 1A of the Agreement reflect this allocation of risks and the limitation of liability specified herein.

7.0 TITLE

- 7.1 Notwithstanding Licensee's payment for the use of the Licensed Software or any customization thereof, the Licensee agrees that, for the purposes of Section 117 of the United States Copyright Act and for any and all other purposes, Collins has, shall have, and shall retain, title, exclusive ownership rights and all intellectual property rights and other rights and interests in and to the Licensed Software and related materials, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Licensed Software or documentation including any derivative works resulting therefrom. Licensee will not acquire any rights in or to any of the intellectual property rights of Collins, nor will it take any action that may adversely affect or impair Collins', or its licensor's, rights, title, and interest in or to their intellectual property rights.
- 7.2 The Parties further agree that nothing contained in this Software License shall preclude Collins from using all or any portion of the Licensed Software or any customized software to develop similar software packages for any other licensee.

8.0 CONFIDENTIALITY

To the extent allowed by law, the parties mutually agree that any software and documentation furnished by one to the other to facilitate the installation and deployment of the Licensed Software and any customization thereof as herein described or to otherwise satisfy the terms and conditions of this Software License shall be regarded as proprietary to the furnishing party ("Confidential Information") and shall be held in confidence by the receiving party with the same care and to the same extent the receiving party would hold its own confidential and proprietary information. Access to such Confidential Information shall be given only to those employees of either party with a definable need to know and they shall be required to observe the provisions of nondisclosure set forth above. The parties further agree that the contents of this Software License are also considered Confidential Information. Licensee shall not use the Confidential Information except as necessary for the implementation of this Software License.

9.0 DEFAULT/TERMINATION

If Licensee shall be in breach or default of any of its obligations or covenants under this Software License, and such breach or default is not cured within thirty (30) days after notice by Collins, Collins may terminate this Software License and all licenses granted hereunder immediately upon written notice and Licensee shall promptly return (or, at Collins' discretion, destroy) the Licensed Software and all copies thereof and certify in writing that same has been destroyed. The remedies afforded hereinabove are in addition to and in no way limit any other rights or remedies available to Collins at law or equity including, without limitation, the enjoining of the use of the Licensed Software or any derivatives thereof.

10.0 NOTICES

Any notices required by this Software License shall be as stated in the Agreement.

11.0 GENERAL

- 11.1 No assignment of this Software License shall be made by Licensee without the express written consent of Collins. Any such assignment without the written consent of Collins shall be considered void. Collins shall have the right to assign this Software License without consent from the Licensee and, in such event, will endeavor to provide written notice to the Customer.
- 11.2 No waiver of any breach of any provision of this Software License shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof. No waiver shall be effective unless made in writing and signed by the waiving Party.
- 11.3 If any of the provisions of this Software License shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Software License, but rather the entire Software License shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.
- 11.4 This Software License may not be modified in any manner, including prior or current course of dealing between the parties or usage of trade, except by written instrument signed by duly authorized representatives of Collins and Licensee.
- 11.6 This Software License is made in Florida and shall be construed in accordance with its laws, notwithstanding its conflicts of law provision; provided, however, that the parties agree that the Uniform Computer Information Transactions Act (UCITA) shall, to the extent permissible by law, not apply. In relation to any dispute, controversy or claim arising out of or relating to this Software License or the default, termination, or invalidity thereof, the Parties hereby submit to and consent to the exclusive jurisdiction of the state and federal courts located in Palm Beach County Florida. Notwithstanding the foregoing, either party may seek equitable or injunctive relief before any court of competent jurisdiction.
- 11.7 Customer hereby agrees that the provisions of Sections 2.2, 4.2, 4.3, 6, 7 and 8 of this Software License, survive the expiration, revocation, or termination of the Agreement.
- 11.8 This Software License takes precedence over all other terms and conditions relating to the licensing of the Licensed Software.

EXHIBIT 3**FEDERAL NONDISCRIMINATION REQUIREMENTS****A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Agreement, Collins, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Collins 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 Agreement.
2. **Nondiscrimination:** Collins, 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. Collins will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination 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 Collins 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 Collins of Collins's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Collins 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, Collins 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 Collins under this Agreement until Collins complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Collins 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. Collins 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 Collins becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Collins may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Collins 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 Agreement, Collins, 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 Nondiscrimination 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 nondiscrimination 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. Collins 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 Collins will use the Authorized Sites 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, County will have the right to terminate the Agreement and to enter or re-enter and repossess any areas designated for Collins' use under the Agreement 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.

Collins 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 Collins 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, 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. Collins 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. Collins 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.

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

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marci Woodward
Sara Baxter
Mack Bernard

Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS



TO: Palm Beach County Board of County Commissioners

FROM: Laura Beebe, Director of Airports

DATE: December 12, 2022

SUBJECT: Sole Source Justification – ARINC Incorporated a part of Collins Aerospace

The Department of Airports requests a sole source contract with ARINC Incorporated, a part of Collins Aerospace (Collins), for the maintenance, repair, support services, equipment and sole source software of the Common Use Passenger Processing System (CUPPS) at Palm Beach International Airport (PBI). Collins was contracted to implement CUPPS and provide the subsequent maintenance and support at PBI since 2016 (R-2016-1480). CUPPS improves the utilization of existing facilities, with added flexibility to airlines currently serving or planning to serve PBI.

Based on our expertise and a comprehensive search of the market place, the interface used to harmonize the multi-user system environment for CUPPS is proprietary to Collins and unavailable through any other source. Collins is the sole source provider / manufacturer for IT installation, maintenance, support, equipment, and parts that can support CUPPS, making Collins the only vendor that meets the essential requirements of the department.

For the above documented reasons and attached supporting documentation from Collins, the Department of Airports requests Collins be considered for approval as a sole source provider for CUPPS at PBI.

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

2551 Riva Road
MS 5-348
Annapolis, MD 21401
USA
Phone: 410-571-4816
Email: david.mckeever@collins.com
www.collinsaerospace.com



David R. McKeever, MBA
Sales Director, North America

CCO/HDQ-21-0914
October 11, 2022

Palm Beach County Board of County Commissioners
Department of Airports
Attn: Shawna Larose, PhD
846 Palm Beach International
West Palm Beach, FL 33406

Dear Ms. Larose:

Pursuant to our conversation, ARINC Incorporated, a part of Collins Aerospace ("Collins") is the sole source provider / manufacturer for IT installation, maintenance, L3 support, equipment, parts, and related peripherals for the Collins Common Use Passenger Processing System (CUPPS) used by Palm Beach International Airport (PBI).

The equipment and parts have a specific fit, form, and function which have been tested and integrated together. The interface used to harmonize the multi-user system environment is proprietary to Collins and unavailable through any other source. In consideration of a need to increase ticket counter and gate availability and flexibility at PBI, Collins has been providing this unique solution since 2018. To deviate from manufacturer specs and OEM equipment or spare parts will void any warranty.

Please contact me if you should have questions.

Best Regards,

A handwritten signature in black ink, appearing to read "D. McKeever", followed by a long horizontal flourish.

David R. McKeever, MBA
Sales Director, North America



Palm Beach County Compliance Summary Report

[illegible]

ARINC INCORPORATED
A part of Collins Aerospace
A Raytheon Technologies Company
2551 Riva Road
Annapolis, MD 21401 USA
Phone: +1 410 266 4000
www.collinsaerospace.com



ARINC INCORPORATED
ASSISTANT SECRETARY'S CERTIFICATE

THE UNDERSIGNED, Assistant Secretary—Corporate Governance of ARINC Incorporated (the “Company”), a corporation duly organized and existing under the laws of the state of Delaware, with a principal place of business at 2551 Riva Road, Annapolis, Maryland 21401 USA, a part of Collins Aerospace, does hereby certify that as of the date hereof Sandra Leuer, Senior Manager, Contracts, is authorized to execute customer facing documents, such as proposals, contracts, agreements, licenses, NDAs, and MOU/MOAs, for and on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand on this 3rd day of December 2022.

By:

DocuSigned by:

Jennifer M. Boivin

91E513614E97427

Jennifer M. Boivin

Assistant Secretary—Corporate Governance

23- 0247

BUDGET TRANSFER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

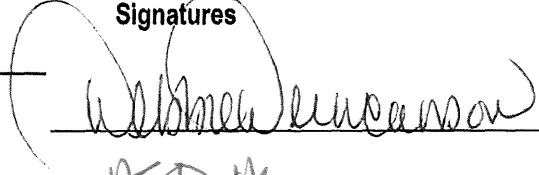

Page 1 of 1 pages

Advantage Document Numbers
BGEX 121-120922*0495

FUND 4111 Airport Improvement & Development Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/9/22	REMAINING BALANCE
EXPENDITURES								
121-A305-6504	lotb Non Infrastructure	659,918	706,128		414,643	291,485	183,218	108,267
121-A305-6401	Machinery & Equipment	0	0	582,342		582,342		582,342
121-A900-9909	Reserves Improvement Program	30,976,327	29,286,801	0	167,699	29,119,102	0	29,119,102
Total Appropriations & Expenditures		187,285,160	182,795,335	582,342	582,342	182,795,335	37,250,967	145,544,368

OFMB	Signatures	Date	By Board of County Commissioners At Meeting of
INITIATING DEPARTMENT/DIVISION		12/22/22	January 10, 2023
Administration/Budget Department Approval		12/23/22	Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners

23- 0248

BUDGET TRANSFER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

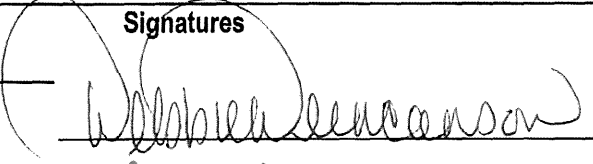

Page 1 of 1 pages

Advantage Document Numbers
BGEX 121-120922*0496

FUND 4100 Airport Operating Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/13/22	REMAINING BALANCE
EXPENDITURES								
120-1430-3101	Professional Services	0	0	288,899		288,899	0	288,899
120-1430-4909	License & Permits	0	0	38,332		38,332		38,332
120-9900-9901	Contingency Reserves	73,397,729	73,469,729	0	327,231	73,142,498	0	73,142,498
Total Appropriations & Expenditures		177,461,724	177,533,724	327,231	327,231	177,533,724	15,287,850	162,245,874

OFMB	Signatures	Date	By Board of County Commissioners At Meeting of
INITIATING DEPARTMENT/DIVISION		12/22/22	January 10, 2023
Administration/Budget Department Approval		12/23/22	Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners