

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (print): _____

Authorized representative (signature): _____ Date: _____