Memorandum

MIAMI-DADE COUNTY

Date: May 3, 2011

Agenda Item No. 8(A)(1)(A)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Second Amendment to Lease and Concession Agreement for the Foodservice Concessions Program at Miami International Airport (MIA) between Miami-Dade County and Areas USA MIA, LLC

RECOMMENDATION

It is recommended that the Board approve the Second Amendment to the Lease and Concession Agreement (the Agreement) for the Foodservice Concessions Program at Miami International Airport (MIA) between Miami-Dade County and Areas USA MIA, LLC (Areas). The purpose of this amendment is to extend the term of the original Agreement in order to compensate the Concessionaire for time lost in the term of the Agreement as a result of a delay in MDAD's construction of the North Terminal space. It is further recommended that the Board authorize the Mayor or the Mayor's designee to execute said Amendment, substantially in the form attached hereto.

SCOPE

Miami International Airport is located primarily within Commissioner Rebeca Sosa's District Six; however, the impact of this item is countywide as MIA is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Areas currently pays a Minimum Annual Guarantee (MAG) of $1,011,551.

TRACK RECORD/MONITOR

Areas is current in all its obligations and continues to provide excellent concession services in the North and South Terminals, the equivalent of "satisfactory" or better. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The purpose of this amendment is to extend the term of the original Agreement in order to compensate Concessionaire for time lost in the term of the Agreement as a result of a delay in MDAD's construction of the North Terminal space. The Foodservice Concessions RFP No. MDAD-01-05 was advertised and issued on March 1, 2005, for qualified firms to propose for the purpose of financing, designing, constructing, subleasing, managing, operating and maintaining quality foodservice locations at Miami International Airport. The RFP contained two packages. Package one consisted of eight locations, and package two consisted of 12 locations. Package one has a 20 percent subleasing requirement and package two has a 30 percent subleasing requirement. Through the RFP selection process, Areas USA, Inc., now known as Areas USA, MIA, LLC, was the top-ranked proposer for package two. The award recommendation for Areas USA, Inc., was then forwarded and approved by the Board of County Commissioners on February 7, 2006, under Resolution No. R-196-06.

Since the award, the concessionaire experienced problems in its South Terminal locations due to passenger traffic issues that negatively impacted its revenues. The traffic issues surrounded the opening and use of alternate security checkpoints at and between Concourse H and J that changed traffic flow and stranded some concessions out of the pattern. MDAD recognized the concessionaire's hardship and through the First Amendment approved by the Board under Resolution No. R-13-10 on January 21, 2010, made certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG and annual rental.

Separately, as a result of the manner in which the construction phasing of the North Terminal was conducted, build out of the concessionaire's facilities in that location was unavoidably delayed. MDAD therefore now recommends revising the contract term to offset the delay encountered by the concessionaire in order to enable the concessionaire to recapture its capital investment and original term. The eight-year term specified in the contract is to begin upon the Date of Beneficial Occupancy of the last location opening, which occurred on February 11, 2011. It is therefore recommended that the Board approve the Second Amendment to the Lease and Concession Agreement for the Foodservice Concessions Program at MIA with Areas USA MIA, LLC.

PROJECT:	Foodservice Concessions - RFP 01-05 Package Two
PROJECT NO.:	RFP No. MDAD-01-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Areas USA, Inc., now known as Areas USA, MIA, LLC
TERM OF AGREEMENT:	The term will commence upon the Lease Effective Date and expire on the date eight (8) years from the Lease Effective Date unless sooner terminated.
OPTIONS TO RENEW:	At the sole discretion of MDAD, the eight-year term may be extended for two separate one-year terms provided each extension is mutually agreed to by MDAD and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Revise the term of the agreement to expire on the date of beneficial occupancy for the last Location rather than eight (8) years from the Lease Effective Date.
CONTRACT MEASURE:	32% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURES ACHIEVED AT AWARD:	34.4%
CURRENT ACDBE FIRMS:	Caribbean Airport Cuisine, Inc. 36.83% WC Robinson & Associates, Inc 6.24% Total Achieved ACDBE (FY 2010) 43.07%

CONTRACT MEASURE ACHIEVED TO DATE:	43.07% of gross revenues $11,534,992 (in FY 2010)
COMPANY PRINCIPALS:	Xavier Rabell Eduardo Uribe Fernando Martinez
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	Areas USA, Inc. is a fully owned subsidiary of Areas S.A.
COMPANY LOCATION:	5301 Blue Lagoon Drive, Suite 690 Miami, Florida 33126
HOW LONG IN BUSINESS:	Thirty-nine years
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
LIVING WAGE:	No
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(A)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

4

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
5-3-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SECOND AMENDMENT TO LEASE AND CONCESSION AGREEMENT FOR THE FOODSERVICE CONCESSIONS PROGRAM AT MIAMI INTERNATIONAL AIRPORT BETWEEN MIAMI-DADE COUNTY, FLORIDA AND AREAS USA MIA, LLC., WHICH REVISES THE CONTRACT TERM OF THE AGREEMENT; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SECOND AMENDMENT AND TO EXERCISE ALL OTHER RIGHTS INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to meet this need and accomplish the purposes outlined in the accompanying memorandum and documents, which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes: execution of the Second Amendment to the Lease and Concession Agreement for the Foodservice Concessions Program at Miami International Airport ("MIA") between Miami-Dade County, Florida ("County") and Areas USA MIA, LLC ("Concessionaire") in substantially the form attached hereto, which revises the contract term of the agreement, and authorizes the County Mayor or County Mayor's designee to execute the Second Amendment.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
AREAS USA MIA, LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to the Lease and Concession Agreement for Areas USA MIA, LLC (the "Second Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Areas USA MIA, LLC ("Concessionaire"), formerly known as Areas USA, Inc..

WHEREAS, by Resolution No. R-196-06, passed and adopted February 7, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement (Agreement) for Food & Beverage Concessions at Miami International Airport.

WHEREAS, by Resolution No. R-13-10, passed and adopted January 10, 2010, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment to the Agreement that provided relief to Concessionaire for its South Terminal locations.

WHEREAS, the Aviation Department recognizes that construction timing and Location availability issues were encountered by the Concessionaire in its implementation of the Department's North Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodation relative to the contract term to offset the Location availability issues encountered by the Concessionaire in order to enable the recapture of the capital investment of the Concessionaire.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this Second Amendment agree as follows:

1. Paragraph 1.01 is replaced with the following:

1.01 TERM: The Department hereby leases to the Concessionaire the Concession Locations, Exhibit A, for a term commencing upon the Lease Effective Date of this Agreement,; and shall expire at 11:59 o'clock P.M. on the date eight (8) years from the date of beneficial occupancy for the last Location, unless sooner terminated. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Locations (or any part thereof) after the expiration, termination of this Agreement.

If the turnover to the Concessionaire of any locations is such that the Concessionaire or its Sub-tenant will not have a full eight (8) year period in which to conduct its business operations within any such affected Location, during the term of the Agreement including any extension thereto, the Department hereby agrees to reimburse the Concessionaire or its Sub-tenant for each month of delay by the Department to the Concessionaire in the turnover of any Locations by an amount equal to one-eightyfourth (1/84th) of the unamortized investment in Improvements which have been approved by MDAD invested in such affected Location(s). The Concessionaire hereby agrees that it shall be obligated to reimburse the Sub-Tenant these amounts, as applicable.

2. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Second Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

3. In consideration of the approval and full execution of the Second Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid Second Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Second Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

Areas USA MIA, LLC
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Kirk Weiss, General Counsel
(Type Name & Title)

Name: Eduardo Uribe

VP, Business Development
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER _____

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Eduardo Uribe (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Areas USA MIA, LLC
(Name of Entity)

5301 Blue Lagoon Dr., Ste 690, Miami, FL 33126
(Address of Entity)

2 6 - 1 9 1 3 0 8 4
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

VP, Business Development
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1 A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

✓ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

✓ The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__✓__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

__✓__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   Areas USA MIA, LLC
   5301 Blue Lagoon Dr., Ste 690
   Miami, FL 33126

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

   Xavier Rabell, CEO
   Eduardo Uribe, VP - Business Development
   Fernando Martinez, VP - Finance

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

   Xavier Rabell - 5301 Blue Lagoon Dr., Ste 690, Miami, FL 33126

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   Areas, S.A. 100%

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

7. The full legal name and business addresses of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____ Males	_____ Females
Asian:	_____ Males	_____ Females
Black:	_____ Males	_____ Females
Native American:	_____ Males	_____ Females
Hispanics:	_____ Males	_____ Females
Alaskan Natives:	_____ Males	_____ Females
_____:	_____ Males	_____ Females
_____:	_____ Males	_____ Females

see attached
race and national origin
are not available

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**
** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 3/4/08	$_____	$_____	____%

Name of Dept & Summary of Services Performed: Dept - Miami-Dade Aviation Department Contract - Lease and Concession Agreement for Miami International Airport for Bookstore Speciality Retail services

Litigation Arising out of Contract → None

(2) 2/9/06	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: Dept - Miami-Dade Aviation Department Contract - Lease and Concession Agreement for Miami International Airport for Foodsevice

Litigation Arising out of Contract → none

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 1-11-2008

B. 1. Has the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? See attachment
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

☑ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__✓__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__✓__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

✓ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES,
PURSUANT TO SECTION 2-8.1 (c)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

✓ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORK PLACE
PURSUANT TO SECTION 2-8.1.2 (b)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

✓ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(h)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

✓ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

✓ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title VP of Development

Date 2/9/2011

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 9th day of February, 2011,

by Eduardo Uribe,
(Authorized Representative)

of Areas USA MIA, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

Kirk Weiss
(Print Name)

Notary Commission Number: DD931461

My Commission Expires: 10-7-13

NOTARY PUBLIC STATE OF FLORIDA
Kirk Weiss
Commission #DD931461
Expires: OCT. 07, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

COMPANY NAME	State of Operation	TAX ID/DOC NO	List of Officers	SHAREHOLDER	%	State	Males	Females	Not specified	Total	Formed	Company Status
Areas USA, Inc.	Florida	20-3841699	CM:JG MartinP:Gonzalo ArtigoCEOXavier RabelVP: Eduardo UribeVP. Fernando Martinez	Areas, S.A.	100%	Florida	35	22	0	57	05/11/05	Active
Areas USA MIA, LLC	Florida	26-1913084	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando Martinez	Areas, S.A.	100%	Florida	63	66	3	132	01/11/08	Active
Areas USA MCO, LLC	Florida	26-1913147	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando Martinez	Areas, S.A.	100%	Florida	46	28	0	74	01/11/08	Active
Areas USA DTW, LLC	Michigan	26-1913178	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando Martinez	Areas, S.A.	100%	Florida	18	21	0	39	01/11/08	Active
Areas USA DD, LLC	Delaware	26-1913228	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;	Areas, S.A.	100%	Florida	8	15	0	23	12/05/07	Active
Areas USA MKE, LLC changed nam Areas USA BOS, LLC	Massachsetts	26-3960461	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;AVP. Kevin Reynolds	Areas, S.A.	100%	Florida	13	30	0	43	12/05/07	Active
Areas USA SJC, LLC	California	26-1913306	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;	Areas, S.A.	100%	Florida	78	47	1	126	01/04/08	Active
Areas USA IND, LLC	Indiana	26-2635942	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando Martinez	Areas, S.A.	100%	Florida	37	47	0	84	03/18/08	Active
Areas USA Atlanta, LLC	Georgia	26-2635521	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP. David FlahertyVP. Fernando Martine	Areas, S.A.	100%	Florida	59	74	1	134	03/18/08	Active
Areas USA DCA, LLC	District of Columbia	26-2635814	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando Martinez	Areas, S.A.	100%	Florida	18	10	0	28	05/13/08	Active
Areas USA EWR, LLC	New Jersey	26-3965590	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;	Areas, S.A.	100%	Florida	74	74	1	149	08/14/08	Active
Areas USA FLTP, LLC	Florida	26-3965820	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;	Areas, S.A.	100%	Florida	252	343	8	603	12/08/08	Active
Areas USA MIA RETAIL, LLC	Florida	26-4074958	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty;	Areas, S.A.	100%	Florida	4	4	0	8	01/15/08	Active
Areas USA LAX, LLC	California	27-3038080	MGRM:Areas USA, IncCEO & MXavier RabelVP: Eduardo UribeVP:Fernando MartinezVP. David Flaherty	Areas, S.A.	100%	Florida	0	0	0	0	02/24/09	Active
										1500		