

Memorandum

MIAMI-DADE
COUNTY

Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Substitute
Agenda Item No. 8(F)(9)

Subject: Recommendation for Approval to Award of a Non-exclusive Management Agreement for Operation of Public Parking Facilities at Miami International Airport

Pursuant to the direction issued at the January 15, 2020 Miami-Dade Tourism and the Ports Committee, a Best and Final Offer (BAFO) solicitation was issued to the two vendors, LAZ Florida Parking, LLC and Airport Parking Associates (Joint Venture between SP Plus Corporation and WRP & Associates, LLC), that submitted proposals in response to Request for Proposals No. RFP-00808. This substitute differs from the original item as it contains additional information related to the BAFO process and reduces the allocation amount for the Miami-Dade Aviation Department from \$796,344 to \$345,094. This reduction is reflected in the title and body of the item's resolution.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-00808, Non-exclusive Agreement for the Operation of Public Parking Facilities at Miami International Airport*, for the Miami-Dade Aviation Department.

This contract will replace Contract No. MDAD-02-06, which was established by the Board through Resolution No. R-898-08 and later extended through Resolution No. R-979-18. Services provided under the new contract include, but are not limited to, conducting daily operations of the public parking facilities, utilizing and maintaining the parking access and revenue control system, and maintaining the facilities in good working order. Under the new contract, Aviation will complete payment for the operation of the facilities via an annual management fee, and will provide reimbursement of various operating costs and expenses.

A Request for Proposals was issued under full and open competition. Two proposals were received in response to the solicitation. Based on scores, the Competitive Selection Committee deemed both proposers to be technically qualified and recommended conducting dual negotiations with both proposers. The highest-ranked proposer offered the most favorable pricing as a result of the competitive negotiation process. The Tourism and the Ports Committee identified areas of concern regarding contractual terms related to reimbursements and labor peace that were amended during the negotiation process and directed staff to conduct a BAFO solicitation with both proposers to provide pricing offers for the annual management fee for performance of services based on identical contract terms. The BAFO solicitation was issued on January 23, 2020 and responses were received on January 30, 2020. LAZ Florida Parking LLC submitted a price of \$65,000 and Airport Parking Associates submitted a price of \$72,497. As a result of the BAFO, LAZ Florida Parking LLC is recommended for award of the contract. Per the contract terms, LAZ Florida Parking LLC is required to establish and maintain a labor peace agreement with the existing union following award of this contract.

Scope

Miami International Airport is located primarily within District 6, which is represented by Commissioner Rebeca Sosa; however, the scope of this item is countywide in nature as Miami International Airport is a regional asset.

Fiscal Impact/Funding Source

The estimated management fee for the five year term is \$345,094. The management fee under the new contract is \$65,000 for the first year, and includes escalations for subsequent years equal to the Consumer Price Index adjustment or three percent, whichever is lower. The estimated annual budget for operating costs and expenses is \$8,884,000. The current contract, MDAD-02-06, included management fees valued at \$1,189,699 for an 11-year term and expires on March 30, 2020. The management fee for the last year of the current contract was \$150,000.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$345,094	Proprietary Funds	Ray Diaz
Total:	\$345,094		

Track Record/Monitor

Beth Goldsmith of the Internal Services Department is the Chief Negotiator.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the contract and exercise all provisions of the contract, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

Awardee	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
LAZ Florida Parking, LLC	404 Washington Avenue Suite 720 Miami Beach, FL	Same	321	Alan B. Lazowski
			50.3%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Airport Parking Associates (Joint Venture between SP Plus Corporation and WRP & Associates, Inc.)	Yes	Higher price in BAFO

Due Diligence

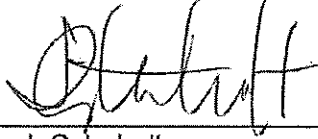
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include new functionality, reporting, and interfacing needs.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply.
- The Airport Concession Disadvantaged Business Enterprise evaluation measure was applied.
- The Local Preference was applied.
- The Living Wage applies.

A handwritten signature in dark ink, appearing to read "Osterholt", written over a horizontal line.

Jack Osterholt
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

Substitute

SUBJECT: Agenda Item No. 8(F)(9)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 8(F)(9)
8-31-20

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-00808 TO LAZ FLORIDA PARKING, LLC FOR THE NON-EXCLUSIVE AGREEMENT FOR THE OPERATION OF PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT FOR THE MIAMI-DADE AVIATION DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$345,094.00 FOR THE FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP-00808 to LAZ Florida Parking, LLC. for the non-exclusive agreement for the operations of public parking facilities at Miami International Airport for the Miami-Dade Aviation Department, in substantially the form attached and made a part hereof, in a total amount not to exceed ~~[[\$796,344.00]]~~ >> \$345,094.00 <<¹ for the five-year term, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the contracts, including any cancellation, renewal and extension

¹ The differences between the substitute and the original item are indicated as follows: words stricken through and/or ~~[[double bracketed]]~~ shall be deleted, words underscored and/or >>double arrowed<< constitute amendment proposed.

provisions pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

>>A copy of the contract is on file and available upon request from the Internal Services Department, Strategic Procurement Division.<<

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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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



**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE
PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT, made and entered into as of the
_____ day of _____, 20____ by and

Between the County:

Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And

Management:

LAZ Florida Parking, LLC ("Management") authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

Description of the Project:

The County, as represented by the Miami-Dade Aviation Department, has engaged Management to operate, manage and maintain the Public Parking Facilities in a first class manner at Miami International Airport

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EXHIBITS:

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Exhibit B:	Accounting and Internal Control Procedures
Exhibit C1:	Field Reconciliation Form /
Exhibit C2:	Daily Sales and Deposits of Gross Revenues
Exhibit D:	Sample Daily Sales Summary
Exhibit E:	Monthly Summary of Physical Inventory
Exhibit F:	Tenant Airport Construction Reimbursable Procedures (TAC-R) (http://www.miami-airport.com/library/dsops/DSOP_08-03-AnnexA.pdf)
Exhibit G:	Reimbursable Operating Costs
Exhibit H:	Request for Replenishment
Exhibit I:	Proposed Budget for Year Number One

**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE
OPERATION OF THE PUBLIC PARKING FACILITIES
AT MIAMI INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 20____, by and between Miami-Dade County, Florida (the "County"), a political subdivision of the State of Florida and LAZ Florida Parking LLC ("Management"), authorized to do business in the State of Florida.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties hereto agree as follows:

WHEREAS, the County owns Miami International Airport ("MIA"), and operates the Airport through the Miami-Dade Aviation Department ("Department");

WHEREAS, the Department desires to engage the services of a private sector operator to manage, maintain, and operate the Public Parking Facilities located at MIA;

WHEREAS, Management desires to provide for the management, operation and services contemplated for the Public Parking Facilities, which will enhance the parking accommodations and convenience for the travelling public, employees, and Airport patrons of MIA

WHEREAS, a Request for Proposal was issued under RFP No. RFP-00808 and the County received proposals and an award has been made to Management.

NOW, THEREFORE, in consideration of the premises, Agreement, and the mutual covenants herein contained, the parties agree as follows:

DEFINITIONS

- **AGREEMENT:** The Management Agreement and all attachments hereto and a part hereof entered into by the County and Management, including all of its terms and conditions, attachments, exhibits, and Amendments, along with RFP No. RFP-00808 and all associated addenda, and Management's Proposal, incorporated herein by reference.
- **AMENDMENT:** A written modification to this Agreement executed by Management and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **ANNUAL OPERATING BUDGET:** The projections of Management as to monthly and annual totals for revenues and expenses for each major financial account and line item, each distinct group of revenue and expense centers, and individual operating facilities, equipment, and the proper distribution of overhead and Management compensation to individual facilities.
- **CODE:** The County Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **CONSUMER PRICE INDEX (CPI-U):** The term "CPI" shall mean the Consumer Price Index for, the Miami-Fort Lauderdale-West Palm Beach, FL, All Items Index, Not Seasonally Adjusted.
- **DEPARTMENT:** Miami-Dade Aviation Department ("MDAD"), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- **EFFECTIVE DATE:** The date that appears in the first paragraph of this Agreement.
- **FISCAL YEAR:** The period of time which commences on October 1st of a particular year and concludes on September 30th of the following year.
- **MANAGEMENT FEE:** The fee paid to Management as referenced in Article 6.
- **MANAGEMENT:** LAZ Florida Parking LLC and its permitted successors, approved to oversee, manage, maintain, and operate the Public Parking Facilities.
- **PARKING ACCESS AND REVENUE CONTROL SYSTEM or PARCS:** PARCS is a combination of manual and automated equipment and software that controls parking access and provides for revenue accountability through various layers and types of system(s). The ticket dispensers, license plate recognition, pre-paid toll (SunPass®) system, gate arms,

parking guidance, payment options and cameras are interconnected and controlled by or communicates with PARCS.

- **PUBLIC PARKING FACILITIES:** The Public Parking Facilities at the Miami International Airport (Facilities) as depicted in **Exhibits A-1** and identified/referenced in **Sub-Article 1.04 Facilities**.
- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **PROPOSAL:** The Proposer's written response to the Solicitation.
- **REQUEST FOR PROPOSALS or RFP or SOLICITATION:** The Solicitation, Request for Proposal Number 00808 and all associated addenda and attachments.
- **SERVICES:** Those services that Management shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.

ARTICLE 1
Term and Facilities

1.01 Term:

The County hereby engages Management and Management hereby agrees to operate, manage and maintain the Public Parking Facilities, at Miami International Airport (the "Airport" or "MIA"), as described in **Sub-Article 1.04 Facilities** and commencing _____, 20____, for a term of five (5) years, expiring on the last day of the 60th month following the Effective Date (the "Term").

1.02 Not Used

1.03 Not Used

1.04 Facilities:

The Department hereby makes available to Management the Public Parking Facilities located at Miami International Airport as depicted in **Exhibits A-1**.

The Facilities hereunder consists of, but are not limited to, (i) various multi-level garages, (ii) various surface lots, (iii) Central Collection Plaza; (iv) PARCS; (v) various entrances and exits; (vi) taxicab lot; (vii) remote parking, as well as office space, including furniture, fixtures and equipment contained therein or subsequently acquired, title to which is and shall remain in the name of the County. No furniture, fixtures or equipment shall be removed from the Facilities without the prior written approval of the Department. The Department reserves the unlimited right, without liability to Management or any related third party, to alter, change, modify, move, close or delete portions of the facilities listed on **Exhibit A-1** for purposes of economics, refurbishment, modification, expansion, renovation, improvement or repair. The Department shall have the unlimited right to add new Facilities or delete existing Facilities. Such additions or deletions shall be reflected herein by providing a revised **Exhibit A-1** to Management. Neither the modification, addition nor the deletion of the Facilities to be operated by Management hereunder shall change the method for calculating compensation due Management, pursuant to **Article 6 Compensation to Management** hereof, unless a lesser compensation is agreed to by the Department and Management, in the form of a written Amendment, executed by both parties.

1.05 Order of Precedence:

Management acknowledges that it has submitted to the County a Proposal that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFP No. 00808, addenda, and concomitant documents are incorporated by reference into this Agreement. IN THE EVENT A CONFLICT EXISTS BETWEEN OR AMONG THE PROVISIONS OF THIS AGREEMENT, SAID

CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO THE AGREEMENT IN DESCENDING ORDER; (3) ANY RFP ADDENDA; (4) THE RFP AND CONCOMITANT DOCUMENTS; AND (5) MANAGER'S PROPOSAL ISSUED TO THE RFP.

ARTICLE 2

Scope of Services

2.01 Services to be Provided:

Management shall manage and operate as well as oversee maintenance activities for the Facilities, excluding the designated Employee Lot. Management will be responsible for providing complete parking management services including day to day operation and staffing of the parking facilities, daily parking management while ensuring that third-party vendors perform facilities cleaning, custodial, and grounds maintenance services, as well as management and financial reporting, marketing, collection of parking fees, operation of an online booking, and remittance of payments to the Department, as well as the development of a loyalty program and a yield management program. Services shall be provided on a twenty-four (24) hour per day, seven (7) days per week basis and include, but are not limited to:

1. Manage and operate the Facilities in a neat, clean, and operable condition
2. Provide and maintain the necessary equipment and trained personnel to successfully operate the Facilities
3. Oversee the maintenance and cleanliness of Facilities and report to MDAD if janitorial and/or repair services are required
4. Develop strategies to maximize sales (revenue) and optimize net income (yield)
5. Provide emergency service at no charge to the customer for:
 - i. Lost vehicle search assistance
 - ii. jump starts
 - iii. inflation of flat tires or installation of spares
 - iv. lock-out assistance by providing telephone number for authorized locksmith
6. Oversee the maintenance and/or repair of furnishings and fixtures
7. Continuously monitor Facilities in order to provide safe and secure facilities for guests, to include:
 - i. performing nightly vehicle inventory
 - ii. reporting vehicle count
 - iii. identification and reporting of abandoned vehicles and other potential security risks
8. Confirm that parking location reminder systems are operational at all times
9. Operate the Facilities pursuant to all applicable statutes, laws, ordinances, rules and regulations and obtain all required licenses and permits
10. Collect payment in the form of cash, check, and/or credit card on-site at the Facilities utilizing the existing MDAD Parking Access Revenue Control System or replacement system. Collection procedures for accounts receivable

transactions include, but are not limited to, attempts to reach the customer by telephone and demand payment letters sent by registered mail to the customer by the Selected Proposer at intervals of ten (10), thirty (30), and forty-five (45) days from the transaction dates as required in MIA Operational Directive No. 04-05. Further, in order to comply with regulatory requirements for the Payment Card Industry Data Security Standards (PCI-DSS), the County has developed the following policies and procedures for vendors accepting credit card payments: <http://intra.miamidade.gov/finance/payment-card-industry.asp>. The Selected Proposer must comply with all PCI-DSS requirements throughout the term of the agreement and any applicable extensions.

11. Reconcile all revenues received with receipts. All collected parking revenue is to be presented to MDAD with line-item reductions for applicable taxes and counterfeit money. Copies of the bank advice verifying the counterfeit money status must accompany the report.
12. Remit payments to MDAD for collected payments, rebates, credits, and/or refunds.
13. Process revenues and receivables in accordance to standard industry accounting methodology, adhering to procedures and controls
14. Coordinate with the various outside vendors and/or MDAD personnel to complete maintenance of the Facilities while minimizing operational impact
15. Provide oversight of deliveries of goods and products for the Facilities
16. Develop and maintain a customer service training program, inclusive of service standards for its employees. Such program shall be provided for MDAD's review and approval within thirty (30) days of the Effective Date of the resultant contract, and should include methods for responding to customers and complaints, and providing resolution
17. Develop and maintain an annual marketing plan for approval from MDAD, which shall analyze the competition in the surrounding airport area and develop an action plan by market segment to address supply and demand by facility type
18. Develop and maintain an operations procedures manual for approval from MDAD, to include a Yield Management Program and potential loyalty program to optimize the use and revenue of the Facilities
19. Provide a comprehensive system (either manual or computerized) that will track work orders for repairs and monitor improvements and preventive maintenance for the Facilities
20. Plan/assist/participate in providing personnel as warranted in the event of a hurricane, mass migration, natural, or manmade disaster(s) preparedness, and/or response
21. Provide valet parking services, including obtaining and maintaining Garage Keeper's Legal Liability Insurance
22. At the County's sole discretion, provide limited construction services specifically related to the maintenance of the Facilities on an as requested basis.

2.02 Services related to Parking Access Revenue Control System (PARCS)

Management shall be responsible for the following Services at all Facilities, including the designated Employee Lot:

1. Work jointly, and cooperate fully, with the awarded PARCS provider during the design, construction, installation, testing, and implementation of the new PARCS
2. Assisting, as needed, in the installation of the new PARCS
3. Oversee the new PARCS throughout the duration of this Agreement and any applicable extensions. Oversight includes ensuring that operation and maintenance of PARCS is performed as required by the PARCS provider or other contractually responsible party
4. Operate and manage the existing PARCS or new PARCS, as applicable, including but not limited to: Utilizing the metrics generated from the PARCS to reconcile the revenue, applying the appropriate labor resources, and purchasing the appropriate disposable supplies and services
5. Accept assignment of a maintenance agreement for the existing PARCS and/or new PARCS and complete all actions required thereunder, including reporting of defects or maintenance issues and coordinating applicable repairs. Upon expiration or termination of this Agreement, such maintenance agreement(s) shall be reassigned to the County.

2.03 Missing Tickets

Management shall assume financial responsibility for all missing parking tickets. The maximum applicable daily rate at the Facilities for self-parking and/or valet parking may be charged to Management for missing tickets. Said charge may be deducted from the monthly Compensation payable to the Management. The number of missing tickets charged to the Management will be subject to evaluation by the Department based on a percentage of total transactions captured by the PARCS and missing tickets based on industry standards as determined by the Department.

2.04 Additional Parking Facility Services

The Department shall have the right to require that Management provide Services at additional parking facilities, in which event, all cost of the operation for such service shall be made part of the budget, and all revenues there from shall be included in Gross Revenues. Services for additional parking facilities may include the providing of surface transportation between remote areas and the main terminal building.

2.05 Additional Service or Product Offerings

Notwithstanding anything in the Agreement to the contrary, the County, in its sole discretion, may request and Management shall provide any offering, whether

Services or products, contained within its Proposal. Such offering shall not result in any increase to the Management Fee, and are subject to County approval and available budget.

Additionally, during the term of the Agreement, and as may be needed or requested by the County due to changes in market conditions, technical environment, or other factors, Management may propose additional offerings, whether Services or products for the County's consideration. Such offerings shall not result in any increase to the Management Fee, and are subject to County approval and available budget.

ARTICLE 3 **Gross Revenue and Deposits**

3.01 Gross Revenues:

All Gross Revenues generated from the operation of the Facilities under this Agreement shall accrue to the County. "Gross Revenues" shall mean all monies, paid or payable for transactions involving the Public Parking Facilities collected via all methods, including but not limited to internet transactions, rebates to Management for credit card processing, rebates to Management for any other purchased services, and sales taxes collected from customers, excluding any payments to Management by the County pursuant to this Agreement, regardless of when or where the transactions are made or the services are rendered, whether paid or unpaid, whether on a cash or credit basis. Discounts and allowances pertaining to guest service related issues if approved in writing and as allowed by procedures accepted and approved by the Department, credits and refunds, and reimbursement made to patrons for actual advances and outlays made as an accommodation to said guests and patrons shall be excluded from Gross Revenues. Cashier shortages and undercharges (monies payable and receivable), from the Facilities operated hereunder, shall be netted against cashier overages and overcharges (monies paid and received) not refunded, on a daily basis. At the end of each reporting week if the cashier shortages and undercharges exceed the overages and overcharges, the difference shall be included in Gross Revenues and shall be paid to the County by Management from its own funds.

3.02 Deposits of Gross Revenues:

Management shall deposit Gross Revenues in a revenue depository account, of and to the credit of the County, in such banks and other depositories as the Department shall designate, in the manner described in the attached **Exhibit C-2** Daily Deposits of Gross Revenues shall be comprised of Daily Deposits and Other Deposits. Daily Deposits shall be composed of daily Gross Revenues received in cash, check or traveler's check, credit and debit card vouchers with direct credit to the County's depository account, and any other Department approved media plus any payments due the County from Management from net cashier shortages and undercharges.

Daily Deposits shall be made as soon as practical, but not later than the next banking day following receipt of any revenue transactions. Other Deposits shall be composed of: Gross Revenues received in the form of receivables, such as vouchers when same day or next day "electronic funds transfer" is not available; credit and debit card vouchers not under direct credit to the County's Revenue depository account; and other forms of receivables as shall be approved by the Department. Management shall remit to the County Gross Revenues, including in Other Deposits as soon as possible, but in no event later than the next banking day following receipt by Management. Duplicate deposit slips for Daily Deposits, properly certified by a cashier or officer of the depository bank, shall be delivered to the Department as an attachment to the corresponding Exhibit D, Daily Sales Summary. Management shall provide the Department supporting documentation indicating the composition of the deposit and a validated deposit slip, and/or proof of wire transfer to the credit to the County's revenue depository account.

3.03 Daily Sales Summary:

Management shall prepare a Daily Sales Summary each day summarizing revenues received or accrued in each revenue classification, sales tax, total revenues, cash overage and shortage, credit card and other receivables net of credit card commissions, net cash deposited amounts charged on credit cards generated during the previous day's operations, for each facility, plus other statistical data required by the Department. The Daily Sales Summary, as shown in the form of **Exhibit D**, shall reflect daily and cumulative totals for each revenue classification accumulated during the course of each seven-day period for each operating unit beginning each Sunday and ending each Saturday. Management shall deliver each Daily Sales Summary, accompanied by a validated deposit slip, to the Department as soon as practical, but no later than 10:00 a.m. on the next banking day following execution of any revenue transaction.

3.04 Deposits and Receivables Procedures:

Revenue deposits and receivables shall be processed in accordance with standard industry accounting methodology and the normal procedures and controls contained in Management's Policy and Procedures manuals (**Sub-Article 8.03**), as approved by the Department which shall be subject to the required accounting and internal control procedures described in **Exhibit B**. Management shall provide a month end aged trial balance of accounts receivable by the first (1st) of each month for the prior month. Management shall be obligated to actively pursue collection of all accounts receivables and shall be and remain responsible for the amount of same until the Department shall approve a write-off of said receivables.

3.05 Customer Checks:

Personal, corporate, and traveler's checks are to be accepted as payment for parking transactions. Cashiers are to obtain information from customers paying by check as required by the Policy and Procedures Manual in accordance with **Sub-Article 8.03**. Management must have an electronic check verification system, approved by the

Department, in place, and must comply with all required procedures. Management shall be responsible for the collection of dishonored checks. In the event of a dishonored check not covered by the electronic check verification company, immediately upon notification that a check has been returned, Management must make attempts to reach the customer by telephone, and send demand payment letters in compliance with Department Operational Procedures and the Policy and Procedures Manual pursuant to **Sub-Article 8.03**.

3.06 Not Used

3.07 Accounts Receivable Adjustments:

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by Management to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to Management under this Contract. Such retained amount shall be applied to the amount owed by Management to the County. Management shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to Management for the applicable payment due herein.

ARTICLE 4
Budget and Reports

4.01 Annual Operating:

Within thirty (30) calendar days of the date of notice of award, Management shall submit to the Department for its consideration and approval, a proposed Annual Operating Budget for the first (1st) year of this Agreement. The Department may in its sole discretion, request revision to such proposed Annual Operating Budget prior to approving.

Annually thereafter, on a date to be determined by Department for each year of this Agreement, Management shall provide a recommended Annual Operating Budget, for the twelve (12) month period beginning October 1st of the following year. The Annual Operating Budget including the accompanying percentages and ratios shall be used by the Department and Management as a means of controlling the revenues and expenses of Management and to measure Management's performance under this Agreement. The Annual Operating Budget shall contain all the materials and details required in the Preliminary Budget Estimate, updated to reflect the then-current conditions and circumstances. The Annual Operating Budget shall be presented in a monthly format, in total and by operating unit, with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget and any subsequent amendments thereto, shall be subject to approval by the Department. Management, in making expenditures hereunder, shall not exceed the expenditure

percentages and ratios that are approved annually for each line item of the approved Annual Operating Budget without the prior approval of an amendment to said Budget by the Department. Monthly, in conjunction with the Monthly Financial Statement required pursuant to **Sub-Article 4.04**, Management shall report all deviations from the dollar amounts approved for each dollar line item in the Annual Operating Budget, so that the Department may amend such Budget. In the event that Management is required to make expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget because of emergencies or operational necessity such expenditures must be approved by the Department; Management shall make such expenditures and shall promptly advise the Department of such action and the Annual Operating Budget shall be amended to reflect same.

Approval of the Annual Operating Budget shall not be construed as authority for Management to spend all monies budgeted. Approval of the Annual Operating Budget shall not deprive the County of the right to examine expenditures under this Agreement, including but not limited to expenditures previously approved or authorized in the Budget process, to determine compliance with the terms of this Agreement. The terms of this Agreement cannot be modified or altered by approval of any Annual Operating Budget, and, in the event of a conflict, the terms of this Agreement shall govern the payment obligations of the County.

4.02 Budget – Employee Expenses:

The Budget provided by Management to the Department shall include a twelve-month period beginning October 1st for the staffing of operations hereunder and reimbursable wage rates and fringe benefits of employees of Management ("Employee Expenses") including the following:

- (a) The total number of Reimbursable employees of Management under this Agreement;
- (b) A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory.
- (c) The number of employees who will be performing each job classification hereunder;
- (d) The wages or salary to be paid each employee hereunder according to job classification. Provide the pay range for each position using U.S. Department of Labor, Occupational Employment and Wages.
- (e) The fringe benefits for reimbursable employee expenses as delineated in **Exhibit G**.

Benefits must be used in the year earned and shall not be carried over to the following year.

This section shall be utilized solely to pay for personnel working as employees of Management under this Agreement. Management shall not bill or budget under this section for personnel costs associated with third party vendors under contract with Management. Third party vendors under contract shall be reported as Outside, Contractual Services as set forth in **Exhibit G**.

- (f) Health insurance for full time reimbursable employees in accordance with **Sub-Article 8.15**, Purchasing, subject to Department approval.

4.03 Changes in Employee Expenses by Management:

Management shall not provide, change, alter or modify items (a) through (f) in **Sub-Article 4.02**, without the prior written approval of the Department.

If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in **Sub-Article 5.01**, shall be adjusted accordingly subject to Department approval. Third party contracts for the provision of any of these benefits must be approved by the Department and be cancellable at all times by the Department.

4.04 Monthly Financial Statement:

As soon as practical, but no later than fifteen (15) days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Statements which shall reflect, in detail, budgeted and actual revenue and expense balances and their variances for each individual and consolidated group of revenue and expense centers under the control of Management hereunder. These Monthly Financial Statements shall be accompanied by a monthly and year to date narrative from management explaining the factors that impacted monthly performance, and explanations of all budget variances. The Department may require that these Monthly Financial Statements as well as the quarterly and annual statements reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone parking revenue at a rate(s) established by the Department, and the like.

4.05 Not Used

4.06 Annual Audit:

As soon as practical, but no later than December 1 of each year of this Agreement, Management shall provide the Department with financial statements for the operations of the Facilities under this Agreement reflecting full disclosure for the annual period ending September 30th of each year and any partial years, and the management letter resulting from a review and results of the operations, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by the external auditors of the Department or any other firm of qualified independent Certified Public Accountants designated by Department. Following their completion, the Department and Management shall be provided with copies of the audited financial statements and the management letter.

4.07 Other Reports:

The Department may require Management to provide other reports generated by Management in the normal course of operations, which may include, but are not necessarily limited to, the following:

- (a) Daily Revenue Comparison Reports
- (b) Marketing Reports
- (c) Maintenance Reports
- (d) Labor Performance Reports
- (e) Exception Reports
- (f) Competitive Pricing Analysis
- (g) Internet search engine comments and review
- (h) Vehicle Inventory by Facility Reports
- (i) Abandoned Vehicle and No-Tag Vehicle Reports
- (j) Other reports to be determined

4.08 Related Party Purchases:

Management is required to provide full disclosure and to seek prior written approval from the Department for all transactions which involve a Related Parties in either a revenue transaction or the purchases of goods and services. "Related Parties" shall mean any business entity in which Management has a direct or indirect ownership interest or in which a parent company or joint venture partner of Management has a direct or indirect ownership interest, irrespective of the percentage of ownership.

As to expense transactions, Management shall provide the following information: dates of transactions, dollar values of transactions, invoice numbers, check numbers, a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties.

As to revenue transactions, Management shall provide the following information: dates of transactions, description of transactions, dollar values of transactions (billing rates as well as cost calculations and support), invoice date and number, payment date and amount. All revenue and receivables transactions shall be processed in accordance with Article 3 Gross Revenues and Deposits to ensure billings, payments and deposits are made on a timely basis.

Allocations of either revenues or expenses which cannot be substantiated to the satisfaction of the Department, in its sole discretion are expressly prohibited. The County, directly or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management (and Related Parties, where the relationship is based on ownership), and the methods used for allocating and distributing costs and credits. In the event of Related Party Purchases which are not approved under this Section, Management shall be solely responsible for all costs associated with purchases, and such costs shall not be considered reimbursable expenses by the County unless subsequently specifically and expressly authorized by the County in writing.

4.09 Form of Reports:

Except where a specific format of reports is elsewhere specified, Management shall keep books of account and other records reflecting the results of operation of the Public Parking Facilities in accordance with the Uniform System of Accounts for the Parking Industry and generally accepted accounting principles (GAAP).

ARTICLE 5

Cost Reimbursements

5.01 Reimbursable Operating Expenses:

Management shall cause all obligations arising from operation of the Facilities to be paid when due. To the extent that such costs are readily discernible as attributable to Management hereunder, the County shall reimburse Management for all direct costs of operation hereunder, including material costs, payroll and related expenses, variable and fixed controllable and uncontrollable expenses, utilities, audits, capital operating equipment, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in **Exhibit G** hereto, shall be referred to as

"Reimbursable Operating Costs". Exhibit G, Reimbursable Operating Costs may be revised by the Department, without limitation. Reimbursable Operating Expenses shall include Employee Expenses as defined in **Sub-Article 4.02**. The County shall not reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in **Sub-Article 4.03**. It is the intent of this Agreement and specifically this **Article 5** that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement consistent with the terms contained herein.

5.02 Invoices for Reimbursable Operating Expenses:

Invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement procedures contained in **Article 5** herein, shall be recorded daily, or such other frequency as the Department may authorize. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount, net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts customarily used by Management and approved by the Department. As soon as practical, but no later than the next working day or such other frequency as the Department may authorize, the Check Register Report and supporting invoices, duly approved by Management, shall be delivered to the Department for preliminary review and approval. The Department reserves the right to solicit additional information pertaining to any invoices which appear to be unrelated to operations controlled by Management or otherwise deemed by the Department worthy of investigation. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a check register until same are preliminarily approved by the Department.

5.03 Payment of Invoices:

Following preliminary approval by the Department, a check register, along with original supporting invoices, shall be processed by Management for payment in accordance with the normal procedures of Management. Payments shall be made by check, paying only approved invoices reflected on the preliminarily approved check register. Management shall maintain separate paid invoice files for operations covered by this Agreement, and said paid invoice files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. At the request of the Department, but no less often than quarterly, Management shall deliver to the Department all paid invoice files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

Goods and services obtained from outside vendors should be, pursuant to **Section 8.15 Purchasing**, obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a

grand total for job. Quotes should include verification by Management of a true business location and license (if applicable) before approval. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package.

5.04 Not Used

5.05 Payment of Payroll Expenses:

Employee payroll checks shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in **Exhibit B**. The Department may, at any time, monitor and audit the paying of reimbursable employee expenses. Payroll checks shall only be written against and be accounted for in the Payroll Account.

5.06 Not Used

5.07 Replenishment of Operating Account:

The Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Operating Account. Such replenishment shall be based upon a Request for Operating Account Replenishment, in the form shown in **Exhibit H** hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Costs paid for the seven-day (7) period beginning each Sunday and ending each Saturday.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment of preliminarily approved Reimbursable Operating Costs reflected on check register shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Operating Account to Reimbursable Operating Costs supported by invoices or as otherwise provided herein. Any monies paid by Management from the Operating Account which has not been authorized for replenishment as described herein shall be deposited to the Operating Account by Management or shall be subsequently deducted from the monthly Compensation by the Department until such time that such expenditure may be properly authorized. Management shall deliver copies of the Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

5.08 Requests for Replenishment – Payroll Related Costs:

Requests for Replenishment covering reimbursable net payroll costs shall be accompanied by the corresponding payroll journal or register as evidence of payment. Periodically, but not more frequently than weekly, Management shall prepare additional Requests for Replenishment from the Operating Account for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Requests for Replenishment shall be prepared in accordance with the frequency and timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Requests for Replenishment covering reimbursable employer paid payroll taxes and employee fringe benefits, shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances. Management shall not be reimbursed for employee severance pay, or for the costs of fringe benefits not earned or accrued or while an employee has worked for Management other than at the Facilities. Periodically, but no less often than quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment, and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than twenty days following the close of every calendar quarter.

5.09 Requests for Reimbursement-Uncollectible Credit Charges:

Each month, Management shall prepare a request for reimbursement for dishonored checks and uncollectible credit card charges, which shall be supported by photocopies of each check and credit card charge claimed (charge back), with a written explanation as to the reason it is uncollectable. Charge-backs which resulted from the failure of Management to apply prescribed procedural controls shall not be reimbursed. Management shall not record the financial effect, nor execute reimbursement for any charge-backs not authorized by the Department. Reimbursements for authorized charge-backs shall be made payable to Management, and shall be recorded appropriately in accounting records.

5.10 Special Requests for Reimbursement-Other Costs:

Certain Reimbursable Operating Expenses may be incurred by Management and not processed through Daily Invoice Reports or payroll and related expense records. Reimbursement of such costs shall be made by processing special requests for reimbursement, as necessary, accompanied by evidence of payment, supporting third party documents, supporting calculations, and any other information the Department may deem necessary. Management and the Department shall agree as to the types of expenses to be reimbursed using this procedure.

5.11 Requests for Payment-Management Compensation:

In accordance with **Article 6 Compensation to Management**, Management shall submit to the Department on a monthly basis a special request for payment for the Management Fee which shall be accompanied with the following information:

- (a) Letter from Management, on its letterhead and signed by the General Manager, summarizing fee computations, computed in accordance with **Article 6**, hereof.
- (b) Monthly or Quarterly Financial Statements, as appropriate.
- (c) Monthly and year-to-date financial statement showing actual performance against the Annual Operating Budget-to-date and performance for the same period in the prior fiscal year.
- (d) A narrative explaining variances and impacts to the operations over prior year.

Payments made by MDAD in response to such payment request are referred to as "the Compensation". The Department shall withhold payment of the monthly Compensation until all the requirements of this **Article 5** and are met; including compliance requirements by Management.

The Compensation, without limitation, shall be deemed to include, and shall be full and complete payment of: (1) all profit for Management's operations at Public Parking Facilities, (2) all costs associated with remote or home-office support of Management's operations at the Public Parking Facilities, (3) all indirect administrative costs associated with Management's operations at the Public Parking Facilities, (4) costs associated with professional memberships or continuing education, (5) legal fees and expenses incurred by Management, its vendors, subcontractors, and suppliers, (6) the value of stock options provided to Management employees, if provided, (7) Management's corporate staff, allocation of corporate staff or operating expenses related to corporate activities.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of

the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

5.12 Not Used

5.13 Non-Reimbursable Expenses:

Without limiting or modifying any other provision of this Agreement which may pertain to reimbursement of fees, Management shall not be reimbursed for its expenses as a corporation, partnership, joint venture or individual, of the following and similar in nature, including but not limited to:

- (a) Any component of the Compensation, as listed in Article 6.01
- (b) Management's home office/corporate overhead and cost allocations
- (c) Management's legal and accounting fees
- (d) Charitable and political contributions
- (e) Entertainment, including entertainment for the purposes of business development or client retention
- (f) Public relations, gifts, dues and memberships and entertainment
- (g) Any penalties, judgments, assessments or fines issued by any court or authorized government entity or agency
- (h) Employee social functions
- (i) Employee severance pay and the cost of fringe benefits not earned or accrued during the time of this Agreement or while the employee has worked for Management other than at the Facilities
- (j) Charge-backs which resulted from the failure to apply controls as described in **Article 5, Cost Reimbursements**
- (k) Any other expenses which are for services which do not provide a direct benefit to the MDAD operations of the Parking Facility
- (l) Additional fringe benefits for employees outside of those stated in **Article 4.02, Budget – Employee Expenses**

5.14 Cash Losses:

All cash losses arising out of the negligence of Management or theft by its employees or vendors shall be the responsibility of, and be reimbursed by

Management. Cash losses shall include losses of debit and credit card media, vouchers, and any other form of payment of Gross Revenues.

5.15 Prompt Payment:

Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. All discounts, allowances, premiums and commissions paid or received hereunder, shall be to the credit and benefit of the County. Management shall pay from its own funds, any penalty, fine, like assessment, resulting from any late or delayed payment of an obligation hereunder.

ARTICLE 6

Compensation to Management

6.01 Management Fee:

The County shall pay to Management as consideration for all costs for managing, operating and maintaining the Facilities and providing the Services required herein, and inclusive of all profits of Management, an Annual Management Fee of **\$65,000 (Sixty-five Thousand Dollars)** payable on a monthly basis. Said fee will be payable upon billing by Management in accordance with **Sub-Article 5.11** accompanied with the Monthly Financial Statement as referenced in **Sub-Article 4.04**.

Beginning in year two (2) of the Agreement, and on an annual basis, an adjustment equal to either 1) the most recently published annual CPI-U percentage change available in the twelfth (12th) month following the Effective Date for year two (2), and the month immediately preceding the anniversary of the Effective Date thereafter—OR— 2) three percent (3%) over the previous year's fees, whichever is less, shall be applied to the Management Fee. Such adjusted fee shall go into effect in the thirteenth (13th) month following the Effective Date for year two (2), and in the month immediately following the anniversary of the Effective Date thereafter.

6.02 No Negotiations or Administrative Modifications:

Management understands and agrees that the Annual Management Fee outlined in **Sub-Article 6.01 "Management Fee"** is not subject to negotiation or adjustment (other than those adjustments provided for in **Sub-Article 6.01**) for any reason, including, but not necessarily limited to, reduction in sales, changes in technology, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like. Nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing at any time during the term of this Agreement.

ARTICLE 7**Personnel****7.01 General Manager:**

Management shall hire and assign, a full-time General Manager ("General Manager"), on-site and available during normal business hours or other hours as designated by the Department, responsible for the competent performance and fulfillment of the duties and responsibilities of Management under this Agreement and to accept service of all notices provided for herein. The General Manager shall be qualified and experienced in Public Parking Facilities management and operations and must have sufficient recent experience, as determined at the sole discretion of the Department, with comparable level responsibilities for a similar sized operation. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Facilities. The General Manager shall be subject to approval by the Department, if different than the General Manager named in the Proposal. The Department shall have the right at its discretion to require Management to replace the General Manager without stated cause. Vacations and extended absences by the General Manager shall be subject to the prior approval of both Management and the Department.

7.02 Personnel:

Management shall recruit, screen and employ such full-time and part-time personnel as are required for Management to competently fulfill its obligations under the terms and conditions of this Agreement, subject to the Annual Operating Budget and such other approvals as the Department may require. The Department shall have the right to approve personnel to be employed in designated classifications, including specifically, but not limited to, the assistant general manager and finance manager. To prevent conflict of interest in decision-making due to factors of nepotism, the Department does not approve of the employment of relatives of other employees, or of Management and Related Parties, who may or may not be reimbursable hereunder. For the purpose of this policy "relative" shall mean a parent, foster parent, parent-in-law, child, spouse, brother, foster brother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, or sister-in-law, or any other family member living in the same household.

7.03 Personnel Standards:

Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for the continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, as an employee

of Management and, if appropriate, displaying an employee number or title. Management shall require all its personnel, except non-public contact and managerial employees, to be properly uniformed. All uniforms are subject to the prior approval of the Department.

7.04 Employment Handbook

Management shall, within thirty (30) days following the Effective Date of this Agreement, submit a detailed Employment Handbook covering such policy subjects as, but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge, layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Handbook shall be subject to review and written approval by the Department, and may be subsequently amended as the Department, on behalf of the County, determines, in its, sole discretion, to be necessary or appropriate. Management shall comply with and shall not change any provision of the Employment Handbook without the prior written approval of the Department which approval may be withheld without stated cause or liability. Management shall take employment actions, which may involve any of the matters described in the Employment Handbook, as the Department may require. In the event additional facilities are added pursuant to **Sub-Article 1.04 Facilities** hereof, the Department may require Management to prepare and maintain a separate Employment Handbook applicable only to the employees in such additional facilities.

7.05 Restricted Area Access – Identification Badges:

Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Management, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges. Management will be held responsible for any violation by its employees or other personnel under its control of the Airport's security program, Miami-Dade County Code of Ordinances, Chapter 25, Aviation Department Rules and Regulations, Transportation Security Administration Title 49 Code of Federal Regulation (CFR) 1520 and 1542, or Customs and Border Protection Title 19 CFR Part 122, Subpart S.

7.06 AOA – Right to Search:

It is understood that the Department has a strong interest in maintaining good Airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Management agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering, leaving or while in the AOA or other secured areas of the airport. Management further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Management pursuant to this Agreement.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of Management from entering the AOA or other secured areas of the airport, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities. Any person denied access to the AOA or other secured areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before a designated management representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA or other secured areas of the airport shall be advised, in writing, of the reasons for such denial. Persons denied such access shall not be employed by Management hereunder.

Management acknowledges and understands that these provisions are for the protection of all users of the Airport and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

7.07 Not Used**7.08 Local and Federal Government Agencies Right to Consent:**

Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Local and Federal Government Agencies Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Local and Federal Inspection Services agencies may not be employed by Management on the Airport. These expenses are reimbursable subject to prior Department approval.

7.09 Employment Related Examinations:

The Department shall have the right to require Management to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Management

in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques to determine the honesty of employees. In addition, the Department may require Management to have polygraph examinations administered in individual instances, fully in compliance with the requirements and limitations of Federal law.

7.10 Tips and Gratuities:

No employee of Management shall be permitted directly or indirectly to solicit tips or request any form of gratuity from anyone unless under a program approved by the Department which may include the method to be used for distribution of such tips or gratuities.

7.11 Relationship of Parties:

Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever.

7.12 Wage Rates:

All employees of Management, and all subcontractors hired by Management providing Covered Services as defined in the Section 2-8.9 of the Code of Miami Dade County, as may be amended from time to time, shall be paid at rates established in accordance with **Sub-Article 7.27 Living Wage Requirements**, and not to exceed those established in the Annual Operating Budget approved by the Department. Management shall pay its personnel weekly for hours worked. Rates may be adjusted annually at the Department's discretion.

7.13 Employee Relations Expenses:

Management shall not be reimbursed by the Department for any legal or other services with respect to employee relations matters applicable to employees of Management, unless prior written approval is granted by the Department.

7.14 Language Requirements:

Management shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. English and Spanish must be spoken at least one employee at each of the Facilities, unless otherwise approved by the Department.

Management shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision.

7.15 Time Clock:

Management shall provide a biometric time clock that records employee punch in and out times for use by all hourly employees. Management shall require employees to clock in or out within a twenty (20) minute span at shift change time; not earlier than ten minutes before, or ten minutes after the specified time, unless some other procedure is authorized by MDAD or approved in the Employment Handbook. The Department reserves the right to change or waive the time clock requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate.

7.16 Other Agreements:

Management shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of Management hereunder or any other matter dealt within the Employment Handbook pursuant to **Sub-Article 7.04** hereof, or to delegate or assign to any other party the right to make decisions as to such matters.

7.17 Not Used**7.18 Alcohol and Drug Testing:**

Management acknowledges that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Management acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permittees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Management shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle within the Public Parking Facilities or on the airfield operations area ("AOA"). Management shall make good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to Management's implementation of its obligations hereunder. Notwithstanding the above, Management specifically acknowledges that the Department has the right and obligation to deny access to the Public Parking Facilities and AOA and to withdraw Public Parking Facilities and AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

7.19 Employee Training:

Management shall, on an ongoing basis, provide effective customer service training programs for all personnel. Management shall also be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu.

7.20 Use of Public Facilities:

Management acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. Management shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

7.21 Passenger Referrals:

Management shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers and other Airport users to hotels, restaurants, shops, services, or non-Airport parking facilities.. The acceptance by an employee of any form of compensation, whether in cash or in kind, from airport employees and businesses and the possession of referral cards for such businesses shall be *prima facie* evidence of a violation of this provision.

7.22 Employee Covenants Violations:

In the event Management violates the covenants in **Sub-Articles 7.20 Use of Public Facilities** or **Sub-Article 7.21 Passenger Referrals** above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Management to terminate from employment at the Airport those employees who have individually violated the covenants of **Sub-Article 7.20** and/or **Sub-Article 7.21**, and (iii) take action pursuant to **Article 18** thereof.

7.23 Other Business Activity:

Management and its employees shall conduct no other business activity within the Facilities of the Airport, except as specifically authorized herein.

7.24 Employment Eligibility Verification (E-Verify):

Management is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for Management under this Agreement. Management shall incorporate this requirement into all of its subcontracts as well.

7.25 Employee Retention:

The current work force would provide necessary stability and continuity of services to parking customers. It is the intent of the County that Management retains individual employees, where warranted, contingent upon having satisfactory performance under the prior agreement. Management shall have an obligation to advise the Department of any changes to personnel employed at the commencement of Management's tenure.

7.26 Employee Fringe Benefits:

Unless otherwise specified, the employee fringe benefits as specified herein apply to all full-time Management employees performing work under this Agreement. A full time employee is defined as one who works forty (40) hours per week.

Management must provide those fringe benefits to its employees, in accordance with the County's Living Wage Administrative Order 3-30 and Section 2-8.9 of the Miami-Dade Code, as may be amended during the Term of this Contract.

7.27 Living Wage Requirements

Management shall comply with Section 2-8.9 of the Code of Miami Dade County, as may be amended during the Term of this Contract. Management shall pay its covered employees the applicable hourly Living Wage rate and comply with the administrative and records keeping required. Management shall also ensure that its contractors and subcontractors comply with this Sub-Article. Current rates may be found at: <http://www.miamidade.gov/smallbusiness/living-wage-reports.asp>

ARTICLE 8**Duties and Obligations of Management****8.01 Standards of Operations:**

The Department shall have the exclusive right to approve, establish and revise parking rates, hours of operation for individual units, and standards for the type and quality of service, maintenance of the Facilities and other matters pertaining to operations and procedures under this Agreement. Management shall periodically

make recommendations concerning these matters to the Department; however, the decision of the Department shall be final.

8.02 Revision of Operating Programs:

The Department has implemented and is planning to implement a number of programs and improvements relating to services provided under management agreements, including, but not limited to, the development of wrap-up bond and insurance programs, joint purchasing arrangements, new point-of-sale and back office computer systems integrated with other computer systems of the Department, joint marketing programs, centralized accounting services, centralized maintenance and custodial services programs, and other programs impacting operations and Reimbursable Operating Expenses. Management shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and improvements and all expenses borne by Management in connection herewith shall be either a Reimbursable Operating Expense, or a reimbursable capital cost or a direct or prepaid expense as provided herein. To the extent that such programs serve to modify the terms and conditions of this Agreement, such terms and conditions shall be administratively amended by the Department in the manner and subject to the same requirements as in **Sub-Article 25.04 Administrative Modifications.**

8.03 Manuals:

All manuals described hereunder shall be developed based on the operation of Management at the Facilities, pursuant and specific to this Agreement.

Policy and Procedures Manual. Management shall develop and submit to the Department for its review and approval a Policy and Procedures Manual, which when approved, shall become the property of the County, as are necessary and appropriate to govern the operation and maintenance of the Facilities and the provision of services hereunder. Such Policy and Procedures Manual, without limiting the scope thereof, shall cover at least the following:

- (a) Courtesy policies governing the treatment of customers by parking personnel, customer Service standards and telephone inquiries.
- (b) Variable pricing, reservations, promotional and sales policies
- (c) SunPass® policies
- (d) Policies related to parking operations and services standards
- (e) Employee Training Manuals
- (f) Security Plan
- (g) Accounting and internal control procedures

- (h) All manuals and procedures related to PARCS equipment and systems, including but not limited to, those related to cashiers, back office support, and integration with Management's corporate systems and procedures.
- (i) Credit card and check acceptance and denial procedures
- (j) Account receivable policies
- (k) Facilities maintenance and cleanliness programs
- (l) Customer Complaints
- (m) Physical vehicle inventory counts
- (n) Abandoned vehicle and no tag vehicle procedures
- (o) Hurricane and Disaster Recovery policies

Once the Policy and Procedures Manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department.

Management Operations Manual. Management must develop an Operations Manual within thirty (30) days from the Effective Date. The Operations Manual will contain all of the specific information regarding the operation at MDAD including but not limited to hours of operation, staffing levels, rates, maintenance schedules, special circumstances, policies and procedures. The contents of the Operations Manual shall be subject to MDAD approval. Management shall be responsible for operation in accordance with the Operations Manual. The Operations Manual may be amended at any time by the Department.

8.04 Pre-paid Parking:

At the direction of the Department, Management may issue pre-paid parking passes for the use of the Facilities and establish rules and procedures relating to the use of such passes. The Department shall notify Management of such issuance in order for Management to process monthly billing. The revenue from such parking passes shall be included in the Gross Revenue.

8.05 Organization Conflict of Interest:

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other public or private parking facilities within five (5) miles of Miami International Airport property during the term or extension of this Agreement unless modified pursuant to **Sub-Article 25.04 Administrative Modification.**

8.06 Commodities and Equipment:

Management shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment authorized in the Annual Operating Budget, or authorized in writing by the Department, with title to same being vested in the County upon delivery to the Airport or installation at the Facilities.

8.07 Employee Parking:

The Department shall provide Parking Facility employees' access to the Employee Parking on the Airport's property for all authorized employees of Management, the normal cost of which shall be considered an expense.

8.08 Injury or Damage:

In the event of any injury to any person or loss or damage to any property in the Facilities, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Management shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

8.09 Vehicle Inventories:

Management shall cause a physical inventory of all vehicles parked within the Facilities to be made and recorded daily, during the hours of midnight and 4:00a.m. Such physical inventories shall be conducted in such manner as to record the date and general parking area where the vehicle is parked in the Facilities, utilizing the equipment provided by the Department for such data gathering. The requirements of this paragraph may be adjusted by the Department at any time. The vehicle inventory will be used to determine tagged vehicles that exceed the maximum allowable sixty (60) day length of stay. Vehicles will be subject to towing after attempts are made to notify the owner. Non-tagged vehicles are subject to immediate removal upon identification.

8.10 Capital Inventories:

On or before the Effective Date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and Management will cause an inventory to be taken listing all property with a cost or value in excess of \$1,000 and having an estimated useful life in excess of one (1) year, made available by the Department to Management to be used in the operation of the facilities or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. All major equipment in excess of \$1,000 installed or stored shall be inventoried, labeled and tagged by the Department, in

accordance with MDAD Capital Inventory Requirements. Disconnected equipment shall be removed from inventory records, with the proper documentation submitted as required by MDAD. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Management shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing of all additions to or deletion from the inventory. Following the completion of each inventory required herein, except that required prior to the Effective Date of this Agreement, Management shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be construed to authorize Management to dispose of any capital property of the County without the prior written approval of the Department.

8.11 Complaints:

Management shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Management's response thereto. Partial or full refunds, in response to complaints, shall only be made in accordance with Department approved policies and procedures.

8.12 Recovery of Outstanding Accounts

Management shall comply in all aspects with the policies and procedures for the collection of outstanding debts established under Operational Directive No 04-05, Miami International Airport (MIA) Parking Garage User Charges – Delinquent Accounts Receivable.

8.13 Right to Audit:

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at any time, to audit, check, inspect and review all operating procedures of Management hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

8.14 Contracts/Agreements:

Any and all contracts or agreements to be entered into by Management solely to support operations hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

8.15 Purchasing:

Management shall solicit no less than three (3) bids or quotes for all purchases of goods. Goods include but are not limited to such items as supplies, office stock, soft and hard goods as well as consumables required in the day-to-day operation for the upkeep of the Facilities and delivery of customer service. Purchases of goods in excess of three thousand (\$3,000) dollars shall require said bids when used in the operation of the Facilities hereunder, unless waived by the Department at its sole discretion. Management shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. The Department may require Management to submit a scope of service for services and/or specifications for purchases for prior approval. Management shall maintain all quote information on file and provide to the Department such documentation as the Department may require. At the Department's discretion, selected bids may be required to be submitted directly to the Department.

Services include but are not limited to such items as insurance, cleaning contractors, security firms, and specialists such as outside contractors hired to perform work, remediation or construction which are required in the normal course of operating the Facilities hereunder. Purchases of services from outside vendors in excess of five thousand (\$5,000) dollars should be obtained through sealed bidding, in response to a scope of work, with a minimum of three (3) bids/cost proposals providing the detailed service, cost per hour/unit, time for completion and a grand total for the job.

Management shall ensure quotes submitted to the Department will include verification of a true business location, appropriate licenses, and insurances prior to award and approval. The Department must approve any contract or agreement which Management intends to enter into which is in excess of \$5,000.00, prior to Management signing any contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes are to be submitted to the Department with the initial replenishment package.

At the discretion of the Director, the maximum limits for bid requirements for goods and services may be increased to a maximum of \$5,000.00 for goods and \$10,000.00 services.

Nothing herein shall preclude Management from self-performing services if (1) the County, in advance, and at its sole discretion, authorizes such self-performance in writing, (2) Management first solicits no less than three (3) bids for such work and the cost for Management to self-perform such work is less than the lowest bid received. Bids for such work shall be submitted directly to the Department to determine the lowest bid. The County shall have no obligation to approve any request to self-perform work.

ARTICLE 9
Rights Reserved to the County

9.01 Rights Reserved to County:

All rights not specifically granted Management by this Agreement are reserved to the County.

9.02 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to Management for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents.

9.03 Rights to be Exercised by Department:

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

9.04 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

9.05 Other County Rights:

Management shall be liable for any physical damage caused to the Facilities by Management, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Management's repair of the Facilities, or if the Facilities cannot be repaired, payment to the County of the fair market value replacement cost of the Facilities; and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Management. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

ARTICLE 10
Maintenance by Management

10.01 Cleaning of Facilities:

Management shall monitor the Facilities for cleanliness at all times. If the Facilities are not properly maintained and kept clean, Management will so advise the

appropriate Department Division. Management is responsible for the cleanliness of the offices, cashier booths, and Central Collection Plaza areas under their direct use and control and shall take action to maintain these locations.

10.02 Repair of Damage:

Management shall repair all damage to the Facilities caused by Management, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Management to perform or contract the work, as per **Sub-Article 10.05 Maintenance & Repair.**

10.03 Garbage and Trash Disposal:

Management shall report and coordinate with the Department for the removal of all garbage, trash, recycling, and any refuse whatsoever that has accumulated as a result of ongoing operations at the Facilities. Management shall properly secure, store, and dispose of refuse in the manner approved by the Department, until the Department collects said refuse.

10.04 Maintenance of Utilities:

Management shall operate, manage, and maintain all utilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and Facilities, using its own or contract employees, during nights, weekends and holidays, the costs of which shall be considered operating expenses paid directly, pursuant to **Sub-Article 5.01 Reimbursable Operating Expenses.**

10.05 Maintenance and Repair:

Management shall operate, manage, and maintain the condition of the interior of the Facilities, and shall complete or ensure completion of all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

Management shall be responsible for monitoring the proper servicing and maintenance of all of the revenue control equipment. Costs of a separate service and maintenance contract will be a Reimbursable Expense included in the Annual Operating Budget.

10.06 Extraordinary Maintenance:

Management shall consult with the Department before undertaking any major maintenance work which can be reasonably expected to cost more than \$5,000. The

Department may, at its option, choose to have the work done by its own forces or by contract or to require Management to perform or contract the work in accordance with **Sub-Article 8.15 Purchasing**.

10.07 Alterations and Signs:

Management shall not alter the Facilities in any way whatsoever, erect or alter any signs nor permit any advertising by Management, its subcontractors, or vendors of any nature without prior written approval from the Department.

ARTICLE 11
Design and Construction of Facilities

11.01 Design and Construction-General:

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Management shall contract for the design and construction of refurbishments, renovations and additions to the Facilities and other Facilities designated by the Department which may be included in "Facilities" hereunder. Management shall at all times follow procedures and requirement established by the Department Tenant Airport Construction – Reimbursable (TAC-R) procedures (**Exhibit F**) in effect at the time of such design and construction. All design and construction expenses and the related supporting documentation shall be undertaken in accordance with the budget and procurement procedures of the Department, unless the design and construction are required to address an imminent threat to health, safety, or the environment.

11.02 Design:

Management shall select and contract with architectural, engineering and interior design firms, subject to the approval of the Department. Design services shall include, unless otherwise authorized by the Department, conceptual planning, artists renderings, plans and specifications and bid documents for equipment, furnishings, construction and demolition. Title to all design plans, logos and themes developed hereunder shall vest in the County and the County shall have the right to use same in such manner as it deems appropriate.

11.03 Award of Construction Contracts:

Management shall, following approval by the Department and Management of plans, specifications, and bid documents, obtain competitive price quotations (bids) from qualified general contractors for construction of the improvements called for by approved plans and specifications and bid documents (Improvements). The construction contracts for the Improvements led by Management shall be subject to prior approval by the Department before they are executed by Management. If the bid of the lowest responsible bidder for any work is excessive, in the opinion of the

Department, all bids shall be rejected, and new bids with modifications to the plans and specifications, if necessary, will be requested as determined by the Department. Any rebidding shall also comply with the provisions of this **Sub-Article 11.03 Award of Construction Contracts**.

11.04 Certain Construction Contract Terms:

All contracts entered into by Management for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of the bid and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten percent of construction costs until completion of the contracted work. Management agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

11.05 Improvements Free and Clear:

The Improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever. Management agrees that any contract for construction, alteration or repairing of Facilities, or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or material men against the Facilities or Improvements.

11.06 Right to Audit:

The County, through its auditors, internal, external or special, shall have the right to audit the costs of construction of the Improvements, which shall include any Department-approved changes.

11.07 Imprest Capital Outlay Account:

At the sole discretion of the County, it may establish, in its name and to its credit, an Imprest Capital Outlay Account to be used exclusively for payment by Management by check for the costs related to the design and construction of Improvements and the acquisition of equipment, pursuant to this **Article 11 Design and Construction of Facilities**, such payments to be processed in accordance with **Article 5 Cost Reimbursements**. The Imprest Capital Outlay Account shall be funded by the County in such amount as shall be necessary to pay the costs of design and construction of Improvements when due. The Department shall designate authorized signatures for the Imprest Capital Outlay Account, including such County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Bank statements and cancelled checks pertaining to the Imprest Capital Outlay Account shall be sent directly to the Department, with a microfilm copy of said documents to be sent by the bank to Management. Costs of design and construction shall be paid by the

Department as provided herein, but shall not constitute a Reimbursable Operating Expense as defined in this Agreement. The cost of non-fixed capital operating equipment acquired as a part of the construction of any Improvements shall be paid as provided herein.

11.08 Contracts Assignable:

All design and construction contracts entered into by Management shall be assignable by Management to the County or others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall be relieved from any further responsibility to the County under such design and construction contracts.

ARTICLE 12

No Assignment, Subletting or Sale of Controlling Interest

12.01 No Assignment by Management:

Management shall neither assign, transfer, pledge or otherwise encumber this Agreement, or allow others to use the Facilities, without the prior written consent of the Department.

12.02 Management Agreement Assignable by Department:

This Agreement and all contracts entered into by Management hereunder shall be assignable by the County to others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall continue to perform in accordance with the existing terms and conditions that have not been otherwise assigned. The County shall have no further obligation to Management in the event of such assignment.

12.03 Ownership Structure of Management:

Management shall take no actions which shall serve to transfer or sell majority ownership, or change the management or control of the business entity of Management without the prior written consent of the Department.

12.04 Change of Control:

If Management is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Management which results in a change of control shall be deemed an assignment of this Agreement for purposes of this **Article 12 No Assignment, Subletting or Sale of Controlling Interest**. If Management is a partnership, transfer of any interest in the partnership, which results in a change in

control, shall be deemed an assignment of this Agreement for purposes of this Sub-Article 12.

12.05 Authority:

If Management signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Agreement on behalf Management does hereby covenant and warrant that (i) Management is a duly authorized and an existing entity, (ii) Management has and is duly qualified to do business in the State of Florida, (iii) Management has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Management are authorized to do so. Upon the Department's request, Management shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

ARTICLE 13

Bonds

13.01 Performance Bond:

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall provide the County with a performance bond which shall be kept in full force and effect during the terms and conditions of this Agreement and, thereafter, until all financial obligations, reports or other requirements of this Agreement thereunder are satisfied, a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County for the payments required hereunder, in an amount equal to One Million Dollars (\$1,000,000.00), plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement. The Department, without prior notice to Management, may draw upon such performance bond, given its failure to perform or breach of this Agreement. The Department may require Management to increase or decrease the amount of the performance bond during the term of this Agreement.

13.02 Not Used

13.03 Surety Bonds

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida, with the following qualifications as to management and financial strength according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of MDAD Risk Management:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B- V

1,500,001 to 2,500,000	A-VI
2,500,001 to 5,000,000	A-VII
5,000,000 to 10,000,000	A-VIII
Over 10,000,000	A-IX

- (b) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the Treasury entitled "Surety Companies Acceptable on Federal Bonds". The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For contracts in excess of \$500,000, the provisions of this **Sub-Article Surety Bonds** must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least \$1.5 million dollars on a Treasury list.
- (d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.
- (e) The attorney-in fact or other officer who signs a contract on behalf of Management must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

The required bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425, Florida Statutes.

The bonds shall be delivered to the Department upon execution of the contract between the Management and the County.

13.04 Cancellation of Bonds:

Cancellation of any bonds, or non-payment of any premiums for any bonds required by this Agreement shall constitute a breach of this Agreement.

ARTICLE 14**Airport Concession Disadvantaged Business Enterprises****14.01 ACDBE Requirements:**

It is the policy of the Miami Dade Aviation Department (MDAD) that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations.

14.02 ACDBE Joint Venture ("JV") Partnering, if Applicable:

The work performed by an ACDBE JV partner shall be submitted monthly in the Monthly Activity Report to the Department's Minority Affairs Division. The work to be performed by the ACDBE JV partner should include tasks and as a distinct element of work be specified.

The ACDBE JV partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the Facilities. Such "minimum amount of aggregate time" is defined as ten hours per week.

1. Each JV partner must submit a notarized Monthly Utilization Report and a notarized Monthly Report of ACDBE Joint Venture Activity providing details of how the performance objectives were achieved and providing documentation of that achievement on the form. This information should include, but not limited to:
 - (a) Details of training sessions, including class rosters and lesson plans.
 - (b) Deliverables and work products.
 - (c) Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
 - (d) Proof that employees of partner actually work for them (payroll, payroll tax returns and the like).

2. Each ACBDE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.
3. Each ACDBE JV partner must perform work that is commensurate with the Agreement.

14.03 Certification-Airport Concession Disadvantaged Business Enterprise (ACDBE)

In order to qualify as ACDBE participation, as an ongoing obligation under this Agreement, firms must be and remain certified by the Florida Unified Certification Program (FLUCP) for the State of Florida as an ACDBE.

14.04 Not Used

14.05 Affirmative Action and Airport Concession Disadvantaged Business Enterprise Programs:

Management acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, Provisions of Title VI of the Civil Rights Act of 1964, and 49 CFR Part 23, Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of Management under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, U.S. Department of Transportation and the Federal Aviation Administration.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the MDAD, the contracting of specified percentages of goods and services contracts to Airport Concession Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that Management has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Management, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

Management agrees to include the below statements in any contractor or subcontractor agreements and cause those business to similarly include the statements in further agreements:

"This agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. The concessionaire or contractor 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."

The provisions of this Section shall be considered to be in addition to and not in lieu of the provisions of Title VI of the Civil Rights Act of 1964 applies.

Management agrees to include the above statements in any contractor or subcontractor agreements and cause those business to similarly include the statements in further agreements.

14.06 ACDBE Mentoring, Assistance and Training Program:

Consistent with the goal of providing ACDBE's with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, each ACDBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

A. Operations

- (1) Passenger profile analysis
- (2) Cash handling/sales audit
- (3) Enhancing sales
- (4) Selling to the customer
- (5) Staffing to meet customer levels
- (6) Opening and closing procedures

B. Personnel

- (1) Employment practices
- (2) Compliance with wage and hour laws
- (3) Compliance with County and Airport requirements
- (4) Designing compensation and benefits plans
- (5) Management and staff training to enhance knowledge and customer service

C. Loss Prevention

- (1) External and internal theft
- (2) Security

D. Books, Records and Reports

- (1) The books of account and supporting records of the joint venture(s) and the sub-concessionaire(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-concessionaire(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.

- (2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. Management shall provide to the sub-concessionaire(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.
- (3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (*i.e.*, components covered, total number of hours of training, training material covered, etc.).

14.07 Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation Plan:

Management shall contract with those firm(s) as are listed on Management's ACDBE Participation Plan submitted in response to RFP-00808 as approved by the Department, and shall thereafter neither (i) terminate such ACDBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the ACDBE firm(s) without the prior written authorization of the Department.

The Department shall monitor the compliance of Management with the requirements of this provision during the term of this Agreement.

The Department shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, agreements between the Successful Respondent and the ACDBE Participant, and other records pertaining to ACDBE Participation Plan.

If at any time the Department has reason to believe that Management is in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to: The suspension of any payment or part thereof due the ACDBE Subtenant, Joint Venture Partner or Sub-concessionaire from Management until such time as the issues concerning Management's compliance are resolved, the termination or cancellation of the Agreement in whole or in part, unless Management demonstrates, within a reasonable time, its compliance with the terms of this provision, or the denial of Management of the right to participate in any further contracts awarded by the Department for a period of no longer than three years. No such sanction shall be imposed by the Department upon Management except pursuant to a hearing conducted by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) and/or Director.

14.08 Substitution of ACDBE Firms:

Excuse from entering into agreements with ACDBE Firms. If prior to execution of an agreement required by these Provisions, Management submits a written request to the Director or his designee and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Agreement, an ACDBE Firm which is to enter into such agreement has become not qualified, or that the ACDBE Firm has unreasonably refused to execute the agreement, Management shall be excused from executing such agreement.

Rightful Termination of agreements entered into with ACDBE firms. If after execution of an agreement required by these Provisions, Management submits a written request to the Director or designee and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, an ACDBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, Management shall be entitled to exercise such rights as may be available to it to terminate the JV agreement or subcontractor agreement.

Determination of Excuse of Rightful Termination. If Management at any time submits a written request under these Provisions to the Director, as soon as practicable, shall determine whether Management has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing Management an opportunity to present pertinent information and arguments.

Alternative ACDBE Firm Participation Agreements. If Management is excused from entering or rightfully terminates an agreement with an ACDBE firm listed as part of Management's ACDBE Participation Plan, Management shall make every reasonable effort to enter into an alternative agreement for at least ACDBE Participation percentage as originally submitted as part of their Proposal with another certified ACDBE firm.

Management shall be deemed to have satisfied the requirements of this section if:

- a. It shall enter each such alternative agreement(s) for at least the ACDBE participation included in the Proposal
- b. It demonstrates to the satisfaction of the Director that it has made every reasonable efforts to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement

because the ACDBE Firms were (i) not qualified; (ii) unavailable; or (iii) although qualified and not unavailable, was unwilling or unable to reach an agreement.

- c. If any situation covered by this section arises; the ACDBELO shall promptly meet with Management and provide an opportunity to demonstrate compliance with these Provisions.

ARTICLE 15

Indemnification and Insurance

15.01 Indemnification:

Management shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any agreement covenant, warranty or representation by Management or persons acting under Management or from any act or omission anywhere by Management or persons acting under Management, or (ii) as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Management or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities. Management shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, attorneys and expert fees which may be issued thereon. This provision shall survive termination of this Agreement.

15.02 Insurance Required:

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall obtain all insurance required under this **Sub-Article Insurance Required** and submit it for approval to:

Miami-Dade Aviation Department
c/o Risk Management
P.O. Box 025504
Miami, Florida 33102-5504.

All insurance shall be maintained throughout the term of this Agreement and any Extensions thereof. The Contractor shall maintain the following insurance throughout the performance of this Agreement.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Management's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable. Also note that the Department will not accept self-insurance and all policies must be separate policies insuring the Facilities at Miami International Airport alone.

Certificate(s) of insurance from Management must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

- A. Workers' Compensation Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work/Services, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*Under no Circumstances are vehicles permitted on the Airfield Operations Area ("A.O.A.") side of the Airport without increasing automobile coverage to \$5,000,000, combined single limit.
- D. Fidelity Bond: A Commercial Blanket Fidelity Bond in the amount of \$1,000,000.00 that guarantees an employees' honesty up to the bond penalty. Miami-Dade County must be shown as an obligee with respect to this bond.
- E. Management shall obtain Garage Keeper's Legal Liability Insurance ("GKLL") with a limit of at least \$1,000,000 (the premium for which will be a Reimbursable Expense). The Management shall pay and be financially responsible for any deductible payment associated with a GKLL claim, where either the MDAD Risk Management, Miami-Dade Police Department, or GKLL insurance carrier, determine that said claim was the result of Management fault.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of

Management. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "A-" as to financial strength and no less than Class "VII" as to financial size, according to the latest edition of Best's Key Rating Guide published by A.M. Best Company, or its equivalent, subject to approval of the MDAD's Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, Management shall furnish certificates of insurance to Miami-Dade County Aviation Department Risk Management which certificates shall clearly indicate: (1) that Management has obtained insurance in the type, amount and classifications as required for strict compliance with this section; that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

Compliance with the foregoing requirements shall not relieve Management of this liability and obligation under this section or under any other section in this Agreement.

The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management, which notice shall automatically amend this agreement effective thirty (30) days after such notice.

Management shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the Agreement period, Management shall be responsible for submitting new or renewed insurance certificates to the Department at a minimum of thirty (30) calendar days in advance of such expiration. In the event that Management has not provided new or renewed insurance certificates prior to the expiration of the previous policies, Management shall not be entitled to its Management Fee for each month, in whole or in part, during which the required insurances are not in effect; the withheld Management Fee shall compensate the County for the increased, but non-quantifiable, increased exposure to third party liability it suffers as a result of the failure to have insurance in place. The County may additionally or in the alternative avail itself of the rights provided it in Section 18 in the event that Management does not provide insurance as required in this Agreement.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Management agrees to permit such inspection at the offices of the Department.

Compliance: Compliance with the requirements of this article shall not relieve Management of its liability under any other portion of this Agreement or any other agreement between the County and Management.

15.03 Certificates of Insurance:

Management shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

- a) the Management has obtained insurance in the type, amount and classifications as required for strict compliance with this **Sub-Article Certificates of Insurance;**
- b) the County is named as an additional insured; and
- c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management.

15.04 Certificates of Renewal/Continuity:

Management shall furnish certificates evidencing renewal or replacement of required insurance coverage, and shall ensure certificates of insurance required herein remain in full force and effect for the term of the Agreement. If the certificates of insurance are scheduled to expire during the term of the Agreement, Management shall submit new or renewed certificates a minimum of ten (10) calendar days before such expiration. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to Management. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, Management shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve Management of its liability and obligation under any other portion of this Agreement.

15.05 Not Used

15.06 Not Used

15.07 Cancellation of Insurance:

Cancellation of any insurance or non-payment of any premiums for any insurance policies required by this Agreement shall constitute a breach of this Agreement.

15.08 Other Insurance Indemnification:

Management represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, consultants, agents and instrumentalities as herein provided.

15.09 Management Liable:

Compliance with the requirements of this Sub-Article 15 "Insurance" shall not relieve Management from its liability under any other portion of this Agreement.

15.10 Right to Examine:

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Management agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Management agrees to provide copies to the Department, at Management's sole cost and expense.

15.11 Personal Property:

Any personal property of Management, or of others, placed in the Facilities shall be at the sole risk of Management or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

15.12 Survival of Provisions:

The provisions of this Sub-Article 15, "Insurance" shall survive the expiration or earlier termination of this Agreement.

15.13 Covered Property/Location:

Coverage is solely for the Facilities mentioned in this Agreement at Miami International Airport. Management shall not procure or maintain any insurance coverage for the Facilities in which coverage is extended to the Facilities and also any other properties or locations owned or operated by Management.

15.14 Insurance Audits:

All annual audits performed by insurance companies for insurances pursuant to Article 15 are to be submitted to the Aviation Department no later than 30 days from receipt from providers. Evidence of the Safety Prevention Program required pursuant to Sub-Article 15.15 Safety Prevention Program will be maintained for audit purposes.

15.15 Safety Prevention Program:

Management shall establish a Safety Prevention Program which promotes safe practices in the execution of daily work duties and responsibilities with the goal to reduce, and to the extent possible, eliminate work related injuries. The Program shall provide quarterly job safety training to all employees, with written updates to the appropriate Employment Handbook as outlined in Sub-Article 7.04.

15.16 Workers Compensation EMR Calculations:

For the purposes of calculating reimbursement to the Management for costs of workers compensation insurance, the Experience Modification Rating (EMR) imposed on the Management, or its subcontractors, or individual classes of employee employed by the Management or its subcontractors, shall be deemed to be one (1) irrespective of the actual rating imposed. For example, if the EMR for the Management is (1.1), reimbursement for workers compensation by MDAD would be calculated as if the EMR were (1), and Management would be solely responsible for payment to its insurance carrier of the difference in costs between those imposed by the carrier, inclusive of actual EMR, and those reimbursed by MDAD, pursuant to this section. . Additionally, and notwithstanding anything herein to the contrary, the County shall be entitled to inspect any information or documents relating to workers compensation filed with the State of Florida by or on behalf of Management. Workers compensation premiums in excess of a mod rate of 1.0 as established by the State of Florida are not reimbursable.

15.17 Reimbursable Policies:

Management shall not purchase any reimbursable insurance coverage, or any policy which provides for return of any portion of premium based on claims history or avoidance, without the prior written consent of MDAD. If MDAD approves such policy, MDAD shall be entitled to all such reimbursements or returned premiums, without limitation.

ARTICLE 16
Trademarks and Licenses

16.01 Patents and Licenses

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by Management and the Department, on behalf of the County, granting Management

the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. The County may likewise license from Management the use of certain trademarks which Management has previously created, without a requirement for the payment of any additional fees or compensation to Management for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

16.02 Infringement

Management shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Services. Management warrants that all things furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

Management shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services. Accordingly, Management at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

In the event anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, Management shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at Management's expense, the rights provided under this Agreement to use the item(s).

Management shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. Management shall enter into agreements with all suppliers and subcontractors at Management's own risk. The County may reject any items that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would disrupt the Services or be unlawful.

16.03 Protection of Data

In the event that Management generates or produces data on individual customers making use of the Facilities, whether at the direction of the County or otherwise, the County shall have the right to access and make use of that data, in both commercial and non-commercial capacities, without limitation, both during the duration of this Agreement and subsequent to its conclusion. Management shall insure that its generation, use, storage, and production of such data complies with all applicable laws in the jurisdiction in which the data was collected.

ARTICLE 17**Force Majeure**

Strictly in relation to the obligations of each party to the other under this Agreement and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by: (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, acts of God, work stoppages or slowdowns, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, provided however, this clause (i) does not apply to such actions related to employees, temporaries, contractors, subcontractors or suppliers of Management; or (ii) embargo's, general shortages of labor, equipment, facilities, materials or supplies in the open market, acts of God, acts of a public enemy, acts of governmental authority, including, without limitation, the Federal Aviation Administration ("FAA"), Department of Transportation ("DOT"), Transportation Security Administration ("TSA"), Environmental Protection Agency ("EPA"), civil and defense authorities, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

ARTICLE 18**Default and Termination by the County****18.01 Events of Default:**

A default shall mean a breach of this Agreement by Management (an "Event of Default"). Without limitation, a default shall include, but shall not be limited to, one (1) or more of the following occurrences:

- (a) Management has violated the terms and conditions of this Agreement;
- (b) Management has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Management's creditors, or Management has taken advantage of any insolvency statute or debtor/creditor law, or Management's affairs have been put in the hands of a receiver;

- (c) Management has failed to obtain the approval of the County and/or Department where required by this Agreement;
- (d) Management has failed to provide reports, records, book of accounts, summaries, or audits as required by this Agreement;
- (e) Management has failed to perform any covenant, condition, or obligation of this Agreement;
- (f) Management has failed to provide adequate assurances as required under **Sub-Article 18.05 Adequate Assurances**;
- (g) Management has failed in a representation or warranty stated herein; or
- (h) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (i) The entering by Management into any agreement, understanding, arrangement, or contract, whether written or oral, for the referral of customers or potential customers to off-Airport Facilities.
- (j) The occurrence of any illegal act within the Facilities of which Management had prior knowledge, or could reasonably have been expected to have prior knowledge of.

The specification of the preceding as instances of default shall not be deemed to be an exhaustive list of all potential events of default under this Agreement, and the specification of the preceding shall not be interpreted as excluding by implication any other potential event of default.

18.02 Not Used

18.03 Habitual Default:

Notwithstanding the foregoing, in the event that Management has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by Management, regardless of whether Management has cured each individual condition of breach or default as provided for in **Sub-Article 18.01 Events of Default** and **Sub-Article 18.02 Other Defaults** above, Management shall be determined by the Director to be an "habitual violator". At the time that such determination is made the Department shall issue to Management a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise Management that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such

subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to Management, such termination to be effective upon the seventh (7th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and Management shall have no further rights hereunder. Immediately upon receipt of said termination, Management shall discontinue its operations at the Airport and proceed to remove all its personal property.

18.04 Notice of Default and Opportunity to Cure:

If an Event of Default occurs, the Department shall notify Management (the "Default Notice"), specifying the basis for such default, and advising Management that such default must be cured immediately or this Agreement with the County may be terminated. Management can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) Days of actual notice of the Default Notice (the "Cure Period") or other reasonable timeframe as determined in the sole discretion of the Department. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder. The Default Notice shall specify the date by when Management shall discontinue the services under the initial term period (the "Termination Date"). In the event any portion of this Agreement specifies a shorter cure period, or precludes application of any cure period with respect to any particular default under this Agreement, those other portions of this Agreement shall take precedence over the time periods stipulated in this **Sub-Article 18.04 Notice of Default and Opportunity to Cure.**

18.05 Adequate Assurances:

When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to Management's ability to perform the work or any portion thereof, the County may request that Management, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of Management ability to perform in accordance with terms and conditions of this Agreement. In the event that Management fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- a) treat such failure as a repudiation of this Agreement; and
- b) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

18.06 Not Used

18.07 Termination For Abandonment:

This Agreement shall be automatically terminated in its entirety upon the abandonment by Management of the Facilities or the voluntary discontinuance of operations at the Airport for any period of time exceeding twenty four (24) hours,

unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, or Act of God that prevents Management's use of the Facilities for the purposes authorized in herein. Such termination shall be considered Termination for Cause, and shall entitle the County to all remedies specified in **Sub-Article 18.08 Termination for Cause** herein.

18.08 Termination For Cause:

The County may terminate this Agreement, effective immediately if: (i) Management fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of Management is convicted of a felony during the term of this Agreement or any Extension Period; or (iv) if Management is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The County may, as a further sanction, terminate or cancel any other agreement(s)/contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Management may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code.

18.09 Termination for Convenience:

The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In the event of such termination, the County shall compensate Management for the actual costs of all goods and services ordered and in-use at or in route to the facilities through date of termination for which payment had not previously been rendered, but shall not compensate Management for any mark-up or overhead on such costs. The County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

18.10 Actions at Termination:

Management shall, upon receipt of such Termination Notice, and as directed by the Department:

- (a) stop all work on the Termination Date specified in the Termination Notice;
- (b) take such action as may be necessary for the protection and preservation of the Facilities and other County materials and property;
- (c) cancel orders, provided however, that the County shall reimburse Management for all costs and expenses of such cancellation, provided that Management has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;
- (d) assign to the County any contracts for goods and services that may be requested by the Department. Management will be compensated for all outstanding amounts between the parties and shall become due and payable;
- (e) vacate, quit and surrender, and account for the Facilities, support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County, on or before the Termination Date, with such items to be in as good order and condition as they were upon the Term of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted; and
- (f) remove all of its personal property from the Facilities, support space, on or before the Termination Date. Any personal property of Management not removed in accordance with this **Sub-Article 18.10** may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty (30) days from the Termination Date shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

NOTE: Any compensation paid pursuant to this Sub-Article is subject to an audit.

18.11 Remedies For County:

Upon the termination of this Agreement based upon this **Article 18 Default and Termination by the County**, Management shall make a payment on the Termination Date, to the Department of the amount(s) equal to any monies due the Department under this Agreement. This payment is independent of and in addition to any payments, fees, and remedies available to the County under applicable law or this Agreement. Management shall indemnify and reimburse the Department within forty-five (45) days after the date of such termination, an amount equal to Department's costs for any damages to the Facilities, for failure to perform, or any

other breach of this Agreement by Management. In the event the County exercises its termination right as provided hereunder, the County shall not be subject to any liability and shall have no further obligations under this Agreement. Management shall also be liable to such other relief as the County may be entitled.

18.12 Holdover Tenant:

If Management (or anyone claiming through Management) shall remain in possession of the Facilities or any part thereof after the termination of this Agreement, without a written agreement executed by the County, then without limiting the County's other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement, and Management shall thereafter pay on account of its holdover use and occupancy of the Facilities a sum, at a rate equal to two times (2x) the rent for such occupied Facilities payable monthly as Compensation (the "Holdover Charges"). Base rent shall be calculated on a square foot basis at the rental rates then in effect for such Facilities (or for facilities substantially similar to the Facilities, in the discretion of the Department) as listed in the Airport's Summary of Rates, Fees, and Charges. The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, Management shall remain liable to the County for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the County on account of the holdover considered as mitigation of such damages. The covenant in this **Sub-Article 18.12 Holdover Tenant** shall survive the Term and any exercised extensions.

ARTICLE 19

Termination by Management

19.01 Termination by Management:

Management shall have the right, upon one hundred eighty (180) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) or more of the following events:

- (a) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.
- (b) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Management of the existence of such breach.
- (c) The assumption by the United States Government or any authorized agency

thereof, or any other governmental agency, of the operation, control or use of the Airport premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Management's operations for a period of one hundred eighty (180) calendar days.

- (d) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.
- (e) If the Facilities are rendered unfit for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, contractors, subcontractors, vendors, or suppliers for a period of ninety (90) days.

ARTICLE 20

Equal Employment Opportunity, Nondiscrimination, and Affirmative Action Programs

20.01 Equal Employment Opportunity:

During the performance of this Contract, Management agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, Management attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Management or any owner, subsidiary or other firm affiliated with or related to Management is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if Management submits a false affidavit pursuant to this Resolution or Management violates the Act or the Resolution during the term of this Contract, even if Management was not in violation at the time it submitted its affidavit.

Management shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

20.02 Nondiscriminatory Access to Premises and Services:

Management, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, ancestry, age, disability or sex shall be excluded from participating in, denied benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided by Management (2) Management shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) Management shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) Management shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on Management and assure said requirements are included in those sub-agreements

20.03 Breach of Nondiscrimination Covenants:

In the event it has been determined that Management has breached any enforceable nondiscrimination covenants contained in **Sub-Article 20.01 Equal Employment Opportunity** and **Sub-Article 20.02 Nondiscriminatory Access to Premises** above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and Management fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of this Agreement section hereof.

20.04 Nondiscrimination:

During the performance of this Agreement, Management agrees as follows: Management shall, in all solicitations or advertisements for employees placed by or on behalf of Management, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. Management shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Management's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of Management's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with

the Termination of this Agreement section hereof and Management may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

20.05 Disability Non-discrimination Affidavit:

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, Management attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-182-00. If Management or any owner, subsidiary or other firm affiliated with or related to Management is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement terminable in accordance with the Termination of this Agreement section hereof. This Agreement shall be void if Management submits a false affidavit pursuant to this Resolution or Management violated the Act or the Resolution during the term of this Agreement, even if Management was not in violation at the time it submitted its affidavit.

Management will include **Sub-Article 20.01 Equal Employment Opportunity** and **Sub-Article 20.02 Nondiscriminatory Access to Premises** of this Article in the Management sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. Management shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Management becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, Management may request the United States to enter into such litigation to protect the interests of the United States.

20.06 Vendor Registration/Code of Ethics:

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)

3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(j), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Code of Ethics**

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest,

direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 21

Damage or Destruction to Facilities

If the Facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five (5) days' notice in writing, to terminate this Agreement.

ARTICLE 22

Rules, Regulations, and Permits

22.01 Rules and Regulations:

Management shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. This Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative Order may be amended from time to time, and **Sub-article 25.21 Miami-Dade County Inspector General Review.**

22.02 Violations of Rules and Regulations:

Management represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County

any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Management, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in **Sub-Article 19.01 Termination by Management** or any plan or program developed in compliance therewith. Any such penalty, assessment, or fine shall not be a Reimbursable Expense. Management further represents that the substance of **Sub-Article 19.01 Termination by Management** shall be included in every contract and other agreements, which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that Miami-Dade County, Florida is a third party beneficiary, of this and related provisions. This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

22.03 Permits and Licenses:

Management covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required by any federal, state, or County governmental entity or judicial body having jurisdiction over Management or its operations and activities, for any activity of Management on the Facilities and for any actions of Management at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Management's operations and activities on the Facilities and Airport have been obtained and are in compliance. The cost for Permits and License are reimbursable by the Department as set forth in Exhibit G.

ARTICLE 23
Civil Actions

23.01 Governing Law-Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh (11th) Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

23.02 Registered Office/Agent Jurisdiction:

Management, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Management is a natural person, both Management and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 24
Press Releases and Other Public Communications

Under no circumstances shall Management without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless Management first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, Management and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by Management or such parties has been approved or endorsed by the County.

ARTICLE 25
Other Provisions

25.01 Payment of Taxes:

Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to **Article 18 Default and Termination by County**.

25.02 No Possessory Interests:

No clause, phrase, sentence, paragraph or article of this Agreement shall vest any possessory or leasehold interest in any real property, the Facilities, the Improvements or the personal property of the County described herein in Management nor shall such be construed as creating any landlord and tenant or partnership or joint venture relationship between the County and Management.

25.03 Not Used

25.04 Administrative Modifications:

It is understood and agreed that the Department, upon written notice to Management, shall have the right to modify administratively and to revise the budget, revenue processing, reimbursement, replenishment and payment procedures, contained in **Articles 3 Gross Revenue and Deposits, 4 Budgets and Reports, and 5 Cost Reimbursements**, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Management to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

25.05 Approvals:

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

25.06 Security

Management shall provide a detailed Security Plan to MDAD for review and approval thirty (30) days prior to commencing operations.

Subject to recommendation from Management as to reasonable and prudent security measures needed and approved by the Department, Management shall be responsible for the security and protection of the equipment, furnishings, commodities and supplies provided herein.

MDAD shall have the right to add, amend or delete any portion thereof in order to meet reasonable security requirements of MDAD, Customs and Border Patrol ("CBP"), or the TSA. Management shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

Management agrees that it will include in all agreements with its contractor(s), and obligation by such parties to comply with all security requirements applicable to their operations at MIA. Management agrees that in addition to all remedies, penalties and sanctions that may imposed by MDAD, CBP, or TSA upon Management's contractor(s) and its individual employees for a violation of applicable security provisions, Management shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom, which shall include reasonable attorneys' fees.

25.07 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to Management.

25.08 Federal Subordination:

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

25.09 Severability:

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

25.10 Authorized Uses Only:

Notwithstanding anything to the contrary herein, Management shall not use or permit the use of the Facilities or the Airport for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of Management under this Agreement.

25.11 No Waiver:

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by Management, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by Management.

25.12 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate Management or its operations.

25.13 Entirety of Agreement:

This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Management hereby affirms the completeness and accuracy of the information submitted by Management to the Department in connection with the award of this Agreement.

25.14 Inspections:

The authorized employees and representatives of the County and of any applicable Federal or State agencies having jurisdiction hereof shall have the right of access to the Facilities at all reasonable times for the purposes of inspection and audit to determine compliance with the provisions of this Agreement. This right of inspection and audit shall impose no duty on the County to inspect and audit and shall impart no liability upon the County should it not make any such inspections or audits.

25.15 Headings:

The headings of the various articles and Sub-Articles of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

25.16 Binding Effect:

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

25.17 Performance:

The parties expressly agree that time is of the essence in performance of this Agreement and that the failure by Management to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

25.18 Notices:

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

To The County:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

To Management, in care of:
Kendra Petty, Executive Vice President
LAZ Florida Parking, LLC
404 Washington Avenue, Suite 640
Miami Beach, Florida 33139

Alternatively to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by registered or certified mail shall be deemed given on the delivery date indicated on the return receipt from the United States Postal Service.

25.19 First Source Hiring Referral Program ("FSHRP"):

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, Management, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Management is free to fill its vacancies from other sources. Management will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Management performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407. See Exhibit N.

25.20 Miami-Dade County Inspector General Review:

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total

Agreement amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one (1) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one (1) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Management, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Management from the Inspector General or IPSIG retained by the Inspector General, the Management shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Management's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends

received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.”

25.21 Public Records and Contracts for Services Performed on Behalf of Miami-Dade County:

Management shall comply with the Public Records Laws of the State of Florida, including but not limited to,: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of Management upon termination of this Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida’s Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF MANAGEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGEMENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504

25.22 U.S. Soccer Federation 2026 World Cup

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, Management shall not take or omit any action which is inconsistent with, or in derogation of, the County’s obligations under the Airport Agreement. Where the Management’s rights or obligations under this Agreement are in conflict with the County’s obligations under the Airport Agreement, and upon notice by the County to

Management, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Management shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Management shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Agreement does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

25.23 FAA Special Contract Provisions Aviation Contracts

A). Compliance with Nondiscrimination Requirements

During the performance of this Contract, Management, for itself, its assignees, and successors in interest") agrees as follows:

1. Compliance with Regulations: Management (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: Management, with regard to the work performed by it during the Contract, 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. Management will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the 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 Management 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 Management of Management's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Management 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 Management is in the exclusive possession of another who fails or refuses to furnish the information, Management 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 Management's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Management under the Agreement until the Management complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. Incorporation of Provisions: Management will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Management 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 Management becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Management may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Management may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of this Contract, Management, for itself, its assignees, and successors in interest (hereinafter referred to as the "Management") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 Managements, 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- B) All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Management has full responsibility to monitor compliance to the referenced statute or regulation. Management must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

- C) All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Management must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Management retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Management must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



25.24 Labor Peace Requirement – Resolution No. R-148-07:

Management, upon award, shall provide a signed copy of a labor peace agreement for their employees to assure that no labor dispute or unrest will disrupt their operations at Miami International Airport (MIA) or shall indicate, in writing, that no labor union seeks to represent its workforce. Furthermore, the County has the right, in the event of a labor disruption, to suspend it's obligations under this Agreement while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event Management is unable to reach an agreement with a labor organization regarding the terms of a labor peace agreement, the dispute between Management and the labor organization shall be resolved by expedited binding arbitration. Management and the labor organization shall equally share the costs of arbitration. Management shall require all subcontractors providing services at MIA to have entered into labor peace agreements.

IN WITNESS WHEREOF, the County has hereto caused this Agreement to be issued and executed by its appropriate officials that this Agreement by its execution by its appropriate officials hereby accepts, as of the date first above written.

Management

Miami-Dade County

By: 
 Name: Kendra Petty
 Title: Executive Vice President
 Date: February 4, 2020
 Attest: 
Corporate Secretary/Notary Public

By: _____
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: _____
 Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal
 State of Nevada
 County of Clark

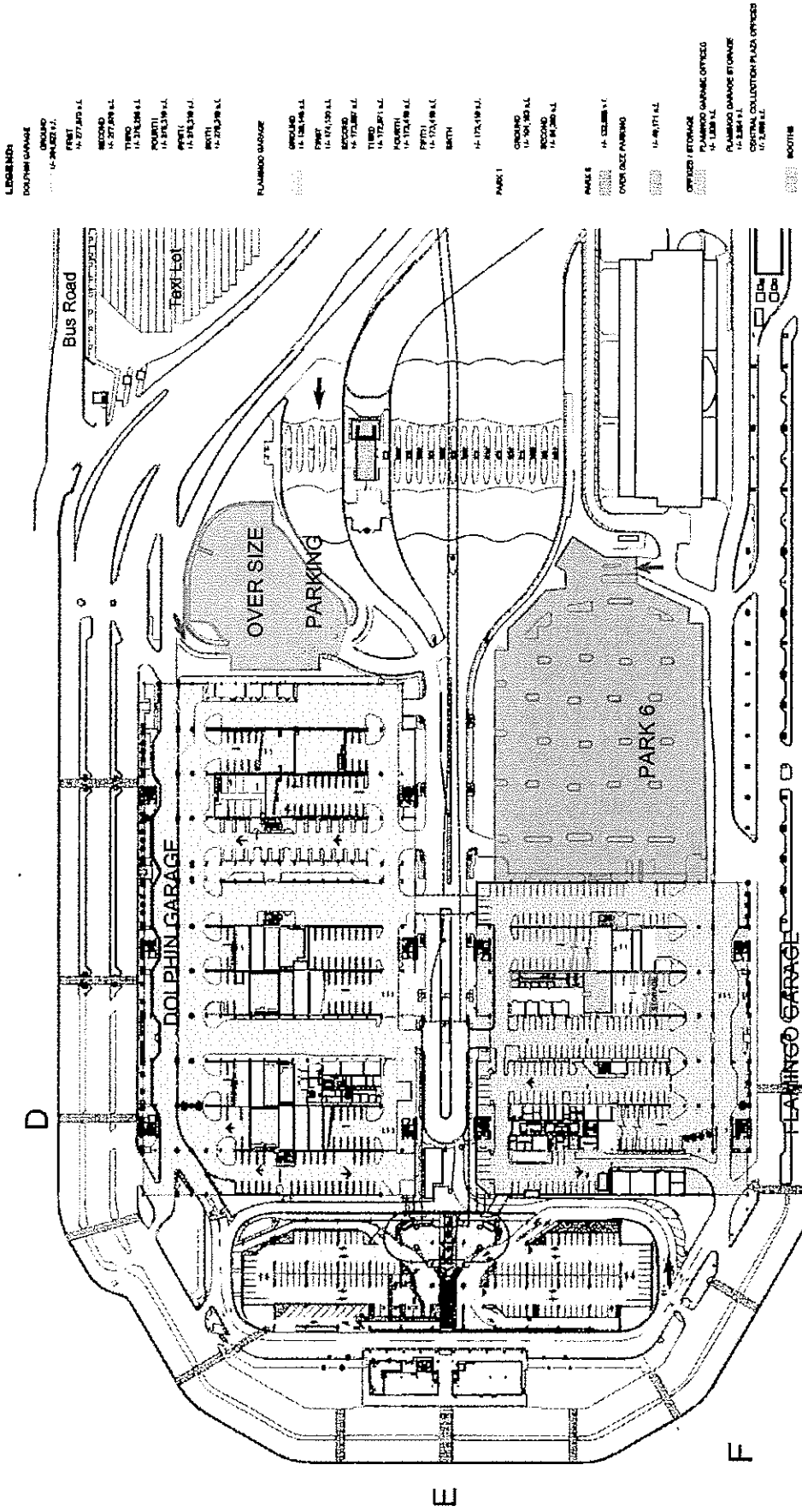
Approved as to form
 and legal sufficiency



 Assistant County Attorney

Exhibit A-1: Facilities

Dolphin Garage, Ground Level	264,022 Sq. Ft.
Dolphin Garage, First Level	277,870 Sq. Ft.
Dolphin Garage, Second Level	277,870 Sq. Ft.
Dolphin Garage, Third Level	276,286 Sq. Ft.
Dolphin Garage, Fourth Level	276,319 Sq. Ft.
Dolphin Garage, Fifth Level	276,319 Sq. Ft.
Flamingo Garage, Ground Level	138,145 Sq. Ft.
Flamingo Garage, First Level	174,130 Sq. Ft.
Flamingo Garage, Second Level	173,987 Sq. Ft.
Flamingo Garage, Third Level	172,971 Sq. Ft.
Flamingo Garage, Fourth Level	173,419 Sq. Ft.
Flamingo Garage, Fifth Level	173,419 Sq. Ft.
Flamingo Garage, Sixth Level	173,419 Sq. Ft.
Flamingo Garage Offices	1,939 Sq. Ft.
Flamingo Garage Storage	2,554 Sq. Ft.
Park One, First Level	104,183 Sq. Ft.
Park One, Second Level	94,380 Sq. Ft.
Park Six, Ground Level	132,588 Sq. Ft.
Over Size Parking, Ground Level	40,171 Sq. Ft.
Taxi Lot Cashier Booths, Two	N/A
Central Collection Plaza Booths, Sixteen	N/A
Central Collection Plaza Office Space	2,668 Sq. Ft.



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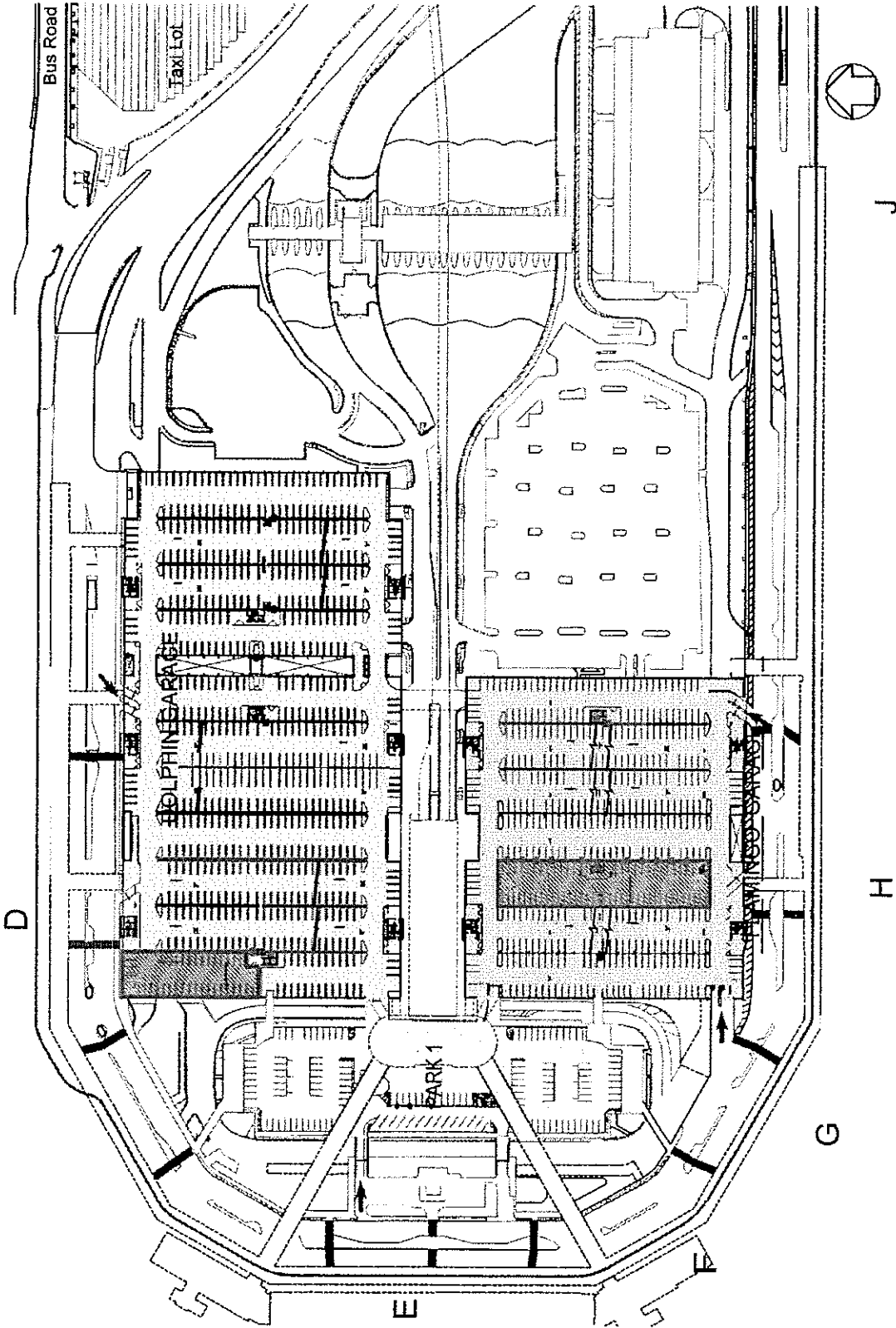
90



TELEPHONE: 305.371.0000

LEGEND:

- GROUND
 - 11-19-202 AL
 - 11-27-202 AL
- SECOND
 - 11-27-202 AL
- THIRD
 - 11-27-202 AL
- FOURTH
 - 11-27-202 AL
- FIFTH
 - 11-27-202 AL
- SIXTH
 - 11-27-202 AL
- SEVENTH
 - 11-27-202 AL
- EIGHTH
 - 11-27-202 AL
- NINTH
 - 11-27-202 AL
- TENTH
 - 11-27-202 AL
- ELEVENTH
 - 11-27-202 AL
- TWELFTH
 - 11-27-202 AL
- THIRTEENTH
 - 11-27-202 AL
- FOURTEENTH
 - 11-27-202 AL
- FIFTEENTH
 - 11-27-202 AL
- SIXTEENTH
 - 11-27-202 AL
- SEVENTEENTH
 - 11-27-202 AL
- EIGHTEENTH
 - 11-27-202 AL
- NINETEENTH
 - 11-27-202 AL
- Twentieth
 - 11-27-202 AL
- GRASSY
 - 11-27-202 AL
- ROAD
 - 11-27-202 AL
- OVER SIZE PARKING
 - 11-27-202 AL
- OFFICE / STORAGE
 - 11-27-202 AL
- BOOTH
 - 11-27-202 AL
- ENTRANCE TO PARKING
 - 11-27-202 AL
- VALET PARKING AREA
 - 11-27-202 AL

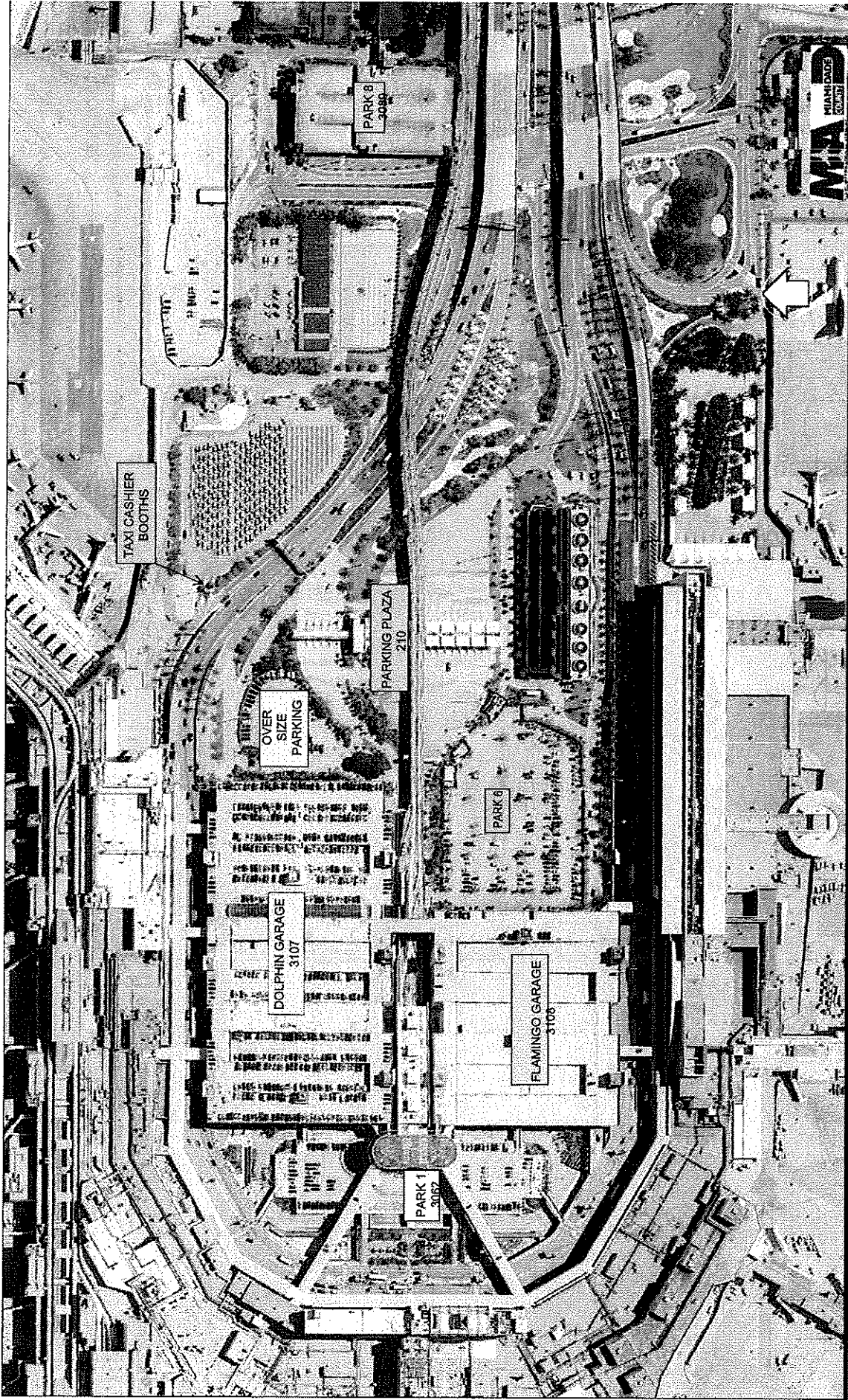


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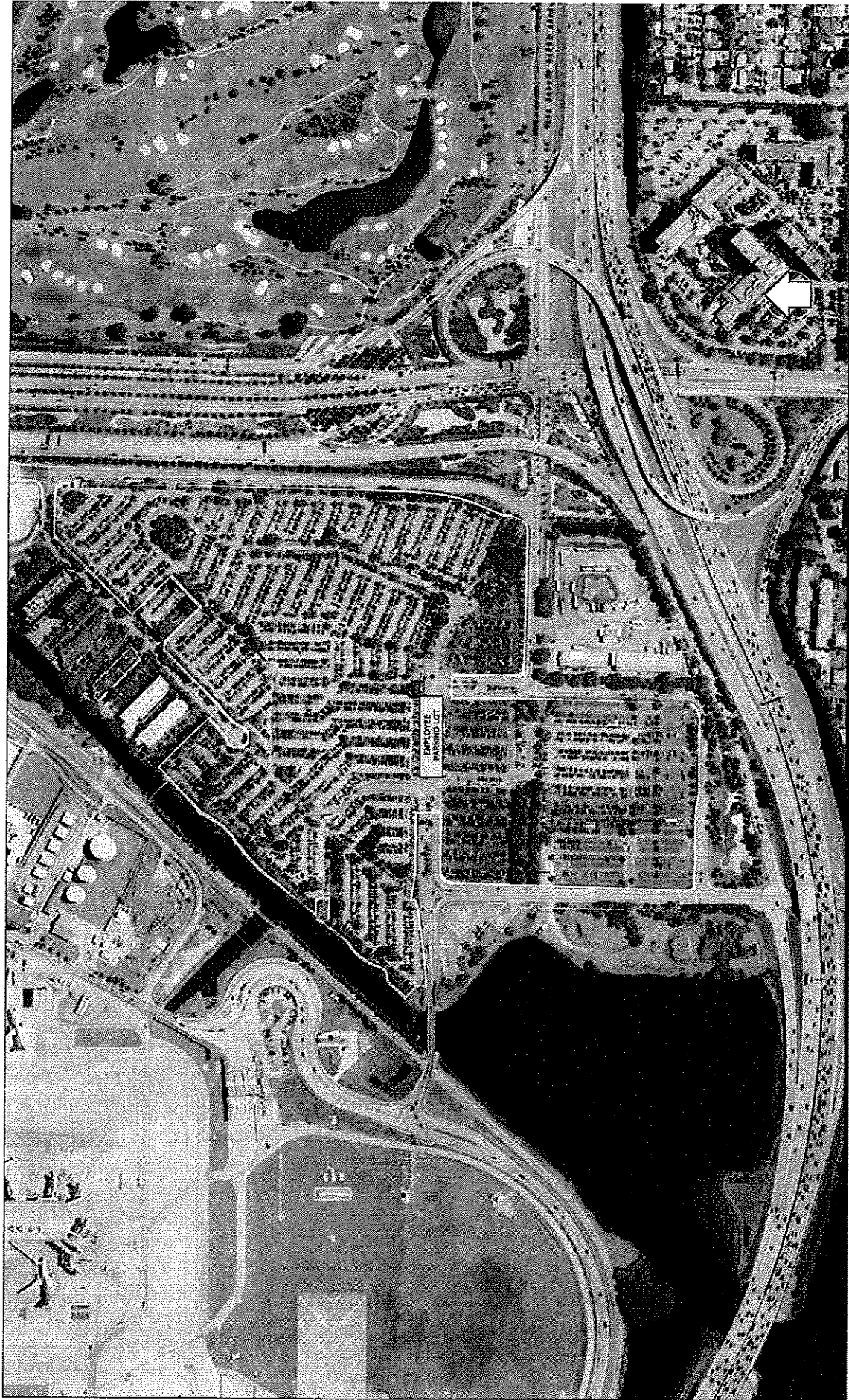
FIRST FLOOR

MIAMI INTERNATIONAL AIRPORT
PARKING FACILITIES FIRST FLOOR

FILE #: 0808
DATE: 01-25-2017



MIAMI INTERNATIONAL AIRPORT
PARKING FACILITIES



MIAMI-DADE AVIATION DEPARTMENT
ASSET INVENTORY REPORT
AIRPORT PARKING ASSOCIATES
CLOSING DATE: 12/07/2018

Asset ID	Asset Description	Quantity	Unit Cost	Asset Category	Location	Acquisition Date	Expiry Date
AV3107	000000032207	N/A		GATE W/ARTICULATING ARM	3,590.58	AIRPORT PARKING : PART OF CENTRAL PLAZA	05/21/2018 12:43
AV3107	000000032208	N/A		GATE W/ARTICULATING ARM	3,590.58	AIRPORT PARKING : PART OF CENTRAL PLAZA	05/21/2018 12:43
AV3107	000000032209	N/A		GATE W/ARTICULATING BOOM	610.66	AIRPORT PARKING : PART OF CENTRAL PLAZA	05/21/2018 12:43
AV3107	000000032210	N/A		CASIO TK 3200 W/CASH DRAWER	801.43	AIRPORT PARKING (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032211	N/A		SAFE BOOBER	1,344.72	AIRPORT PARKING : INSIDE STORAGE	05/21/2018 10:00
AV3107	000000032212	N/A		CENTRAL AIR CONDITIONER	1,503.61	AIRPORT PARKING : BY OFFICE OUTSIDE	05/21/2018 12:43
AV3107	000000032213	N/A		EVAPORATOR FOR 7-1/2 AIR COND	1,700.00	AIRPORT PARKING : BY OFFICE OUTSIDE	05/21/2018 12:43
AV3107	000000032214	N/A		CABINET, FILE, LATERAL 5-DRAW	627.00	AIRPORT PARKING : OUTSIDE STORAGE CAGE	05/21/2018 10:00
AV3107	000000032215	N/A		FILE CABINET	-	AIRPORT PARKING : OUTSIDE STORAGE CAGE	05/21/2018 11:37
AV3107	000000032216	N/A		FILE CABINET	-	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 11:38
AV3107	000000032217	N/A		FILE CABINET, BEIGE 3 TIER	-	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 12:43
AV3107	000000032218	N/A		CABINET, FILE, LATERAL BEIGE,	366.64	AIRPORT PARKING : OUTSIDE STORAGE CAGE	05/21/2018 12:43
AV3107	000000032219	N/A		CABINET, FILE, LATERAL BEIGE,	366.64	AIRPORT PARKING : OUTSIDE STORAGE CAGE	05/21/2018 10:00
AV3107	000000032220	N/A		CABINET	250.00	AIRPORT PARKING : RECEPTION DESK	05/21/2018 10:00
AV3107	000000032221	N/A		FILE LAT RES HOWE	641.16	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 14:36
AV3107	000000032222	N/A		FILE LAT RES HOWE	641.16	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 14:36
AV3107	000000032223	N/A		AMERICAN SECURITY SAFE FS-1812	635.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 10:00
AV3107	000000032224	N/A		FILE, LATERAL 5 DWR.	642.05	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 16:12
AV3107	000000032225	N/A		CABINET	-	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 10:00
AV3107	000000032226	N/A		DESK, SECRETARIAL, BEIGE, WALNU	504.00	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 16:14
AV3107	000000032227	N/A		DESK, W/GRAIN-WOOD-TOP	415.38	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 15:13
AV3107	000000032228	N/A		DESK, SECRETARIAL, BEIGE W/WALN	504.00	AIRPORT PARKING : RECEPTION DESK	05/21/2018 15:16
AV3107	000000032229	N/A		CABINET 3-DRAWER	565.10	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 14:58
AV3107	000000032230	N/A		CABINET 3-DRAWER	565.10	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 14:58
AV3107	000000032231	N/A		CABINET, FILE 5 DWR.	498.00	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 16:16
AV3107	000000032232	N/A		SIMPLEX TIME RECORDER	1,794.14	AIRPORT PARKING : OUTSIDE STORAGE (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032233	N/A		FLAMMABLE/CHEMICAL 2-DOOR STOR	277.75	AIRPORT PARKING : OUTSIDE BY OUTSIDE STORAGE	05/21/2018 10:00
AV3107	000000032234	N/A		FILE CABINET	200.00	AIRPORT PARKING : OUTSIDE STORAGE CAGE	05/21/2018 15:09
AV3107	000000032235	N/A		COMPUTER, PENTIUM-III, DELL	1,028.00	AIRPORT PARKING : CENTRAL PLAZA (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032236	N/A		17 INCH MONITOR, GRAY	214.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032237	N/A		CURRENCY-COUNTER	2,882.04	AIRPORT PARKING : OUTSIDE STORAGE (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032238	N/A		PRINTER, LASERJET	347.00	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 11:35
AV3107	000000032239	N/A		MONITOR, IBM THINKVISION	323.40	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:40
AV3107	000000032240	N/A		DESKTOP, IBM THINKCENTER	759.50	AIRPORT PARKING (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032241	N/A		PRINTER, LASERJET	364.56	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 12:07
AV3107	000000032242	N/A		MONITOR, IBM	325.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 11:38
AV3107	000000032243	N/A		DESKTOP, IBM THINKCENTRE	799.00	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 15:02
AV3107	000000032244	N/A		SCANNER, FLATBED W/ZYR WRNTY	899.00	AIRPORT PARKING : MAIN OFFICE STORAGE ROOM	05/21/2018 13:24
AV3107	000000032245	N/A		PRINTER-HP-1320	364.56	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 12:37
AV3107	000000032246	N/A		DESK, COMPLETE WORKSTATION	1,502.55	AIRPORT PARKING : CARLOS SOTO OFFICE	05/21/2018 11:22
AV3107	000000032247	N/A		MONITOR, DELL	325.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 16:56
AV3107	000000032248	N/A		MONITOR, DELL	325.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 16:57
AV3107	000000032249	N/A		MONITOR, DELL	325.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 16:58
AV3107	000000032250	N/A		MONITOR, LG FLATRON L1918S	205.81	AIRPORT PARKING : RECEPTION DESK	05/21/2018 15:27
AV3107	000000032251	N/A		SECURITY CAMERA	-	AIRPORT PARKING : OFFICE BACK WALL	05/21/2018 12:43
AV3107	000000032252	N/A		DESKTOP, LENOVO THINKCENTRE	645.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 16:23
AV3107	000000032253	N/A		COMPUTER, DELL XPS 720	2,894.11	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 16:09
AV3107	000000032254	N/A		MONITOR, THINKVISION FLAT 19"	205.00	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 11:55
AV3107	000000032255	N/A		CASIO TK 3200 W/CASH DRAWER	801.43	AIRPORT PARKING : TAXI LOT BOOTH	05/21/2018 12:00
AV3107	000000032256	N/A		MONITOR, LG FLATRON L1918S	325.00	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 12:00
AV3107	000000032257	N/A		MONITOR, DELL	325.00	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 12:00
AV3107	000000032258	N/A		SCANNER, MICROMAK 5950 MICROT	199.99	AIRPORT PARKING (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000032259	N/A		PRINTER, HP LASERJET 1022	450.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 16:54

Exhibit A-2 - Inventory of Furniture, Fixtures, and Equipment as of 12/07/2018

Asset ID	Asset Description	Quantity	Unit Cost	Asset Category	Location	Acquisition Date	Expiry Date
AV3107	000000035575	159637Q2ULJWVVCZ1	69210	COMPUTER, 80GB w/5YN 2YR EXT	1,420.34	AIRPORT PARKING : RECEPTION DESK	05/21/2018 18:37
AV3107	000000038576	CM075035641805812ESL	69211	MONITOR, DELL	325.00	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 16:55
AV3107	000000038588	N/A	69224	DESKTOP, DELL OPTIPLEX GX150	750.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 17:03
AV3107	000000038593	N/A	69229	FAX, BROTHER INTELLIFAX 1575MC	129.99	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 17:05
AV3107	000000040286	M417918	69943	DESKTOP, LENOVO THINKCENTRE	520.00	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 15:29
AV3107	000000040303	M417927	69960	DESKTOP, LENOVO THINKCENTRE	520.00	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 12:43
AV3107	000000040309	M417880	69966	DESKTOP, LENOVO THINKCENTRE	520.00	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 12:44
AV3107	000000040707	V17P807	70161	MONITOR, THINKVISION L197	135.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 15:43
AV3107	000000039613	159310A9UIM4M4124	70293	COMPUTER, LENOVO THINKCENTRE	734.01	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 17:19
AV3107	000000039616	810NDUN6H166	70294	MONITOR, LG FLATRON	128.20	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 17:19
AV3107	000000039617	810NDUN6H167	70296	MONITOR, LG FLATRON	128.20	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 17:21
AV3107	000000039618	810NDZ6H164	70298	MONITOR, LG FLATRON	128.20	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 11:37
AV3107	000000039612	SCN89132090	70300	PRINTER, HP LASERJET	294.51	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 17:22
AV3107	000000040364	V1V0991	70357	MONITOR, LCD THINKVISION	125.00	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 17:22
AV3107	000000040416	V1V0938	70409	MONITOR, LCD THINKVISION	125.00	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 17:22
AV3107	000000040966	79570MZ	73268	PRINTER, LEXMARK T650N	1,990.52	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 10:25
AV3107	000000044971	79570KY	73273	PRINTER, LEXMARK T650N	1,990.52	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 15:50
AV3107	000000044559	MUGTAME	73313	COMPUTER, THINKCENTRE 320GB	645.00	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 15:50
AV3107	000000044330	MAKCLYM	73436	COMPUTER, THINKCENTRE 320GB	645.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 12:43
AV3107	000000044483	MAKCLYM	73470	COMPUTER, THINKCENTRE 320GB	645.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 15:51
AV3107	000000042542		74378	DESKTOP	750.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 15:55
AV3107	000000044332		74379	MONITOR	325.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 10:32
AV3107	000000044331	L11040460	74380	MONITOR, ELO 17" TOUCHSCREEN	-	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 10:32
AV3107	000000044921	J756H51	74662	VALET POS WORKSTN, OPTIPLEX	2,800.00	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 10:32
AV3107	000000044909	FM11A48465	74663	RECEIPT PRINTER, POSX XRS20	-	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 10:32
AV3107	000000044908	13202864243	74664	FSAMONITOR, ACER V173	-	CENTRAL COLLECTION PLAZA SERVER ROOM (UNACCOUNTED FOR)	05/21/2018 10:33
AV3107	000000044922	J758H51	74665	VALET POS WORKSTN, OPTIPLEX	2,800.00	AIRPORT PARKING : DOLPHIN GARAGE VALET	05/21/2018 10:35
AV3107	000000044910	FM11A48466	74666	RECEIPT PRINTER, POSX XRS20	-	AIRPORT PARKING : DOLPHIN GARAGE VALET	05/21/2018 10:36
AV3107	000000044907	L11040465	74667	MONITOR, ELO 17" TOUCHSCREEN	-	AIRPORT PARKING : DOLPHIN GARAGE VALET (UNACCOUNTED FOR)	05/21/2018 12:43
AV3107	000000044911	ADV131716	74668	CASH DRAWER, ADVANTAGE MMF	-	AIRPORT PARKING : DOLPHIN GARAGE VALET	05/21/2018 10:38
AV3107	000000044912	ADV131804	74669	CASH DRAWER, ADVANTAGE MMF	-	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 10:38
AV3107	000000041475	V1MW697	74725	MONITOR, THINKVISION 19" LCD	240.75	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 16:09
AV3107	000000041612	CN89160658	74935	PRINTER, HP LASERJET P2035	221.31	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 14:27
AV3107	000000041277	1338LF0173	76576	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 14:48
AV3107	000000041279	1338LK7545	76578	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 14:49
AV3107	000000041280	1338LK7550	76579	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 14:53
AV3107	000000041283	1338LK7517	76582	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING	05/21/2018 14:54
AV3107	000000041284	1338LFH155	76583	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 14:55
AV3107	000000041285	1338LK513	76584	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING	05/21/2018 14:56
AV3107	000000041286	1338LK7523	76585	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 14:57
AV3107	000000041288	1338LK7521	76587	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING	05/21/2018 14:59
AV3107	000000041289	1338LK7532	76588	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING	05/21/2018 14:59
AV3107	000000041291	1338LK7524	76590	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:08
AV3107	000000041292	1338LK7542	76591	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:08
AV3107	000000041293	1338LK7518	76592	RADIO, PORTABLE MOTOROLA CP185	267.25	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 15:09
AV3107	000000041295	1338LK7549	76594	RADIO, PORTABLE MOTOROLA CP185	267.21	AIRPORT PARKING	05/21/2018 15:13
AV3107	000000044902	2511451674	77105	SCANNER, ORBIT RS232 (WHITE)	480.00	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 13:30
AV3107	000000044904	2512020210	77106	SCANNER, ORBIT USB (BLACK)	480.00	AIRPORT PARKING : FLAMINGO GARAGE VALET	05/21/2018 13:31
AV3107	000000044923	D7DCHS1	77107	SERVER, DELL POWEREDGE R410	6,394.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA SERVER ROOM	05/21/2018 13:32
AV3107	000000044903	2511451690	77108	SCANNER, ORBIT RS232 (WHITE)	480.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA SERVER ROOM	05/21/2018 13:33
AV3107	000000044905	2512023293	77109	SCANNER, ORBIT USB (BLACK)	480.00	AIRPORT PARKING : DOLPHIN GARAGE VALET	05/21/2018 13:33
AV3107	000000046749	1338PG0971	77629	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING	05/21/2018 13:34
AV3107	000000046750	1338PG0978	77630	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING	05/21/2018 13:34
AV3107	000000046751	1338PG0965	77631	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING	05/21/2018 13:32
AV3107	000000046756	1338PG0966	77636	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING	05/21/2018 13:23
AV3107	000000046757	1338PG0972	77637	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING	05/21/2018 13:24

Exhibit A-2 - Inventory of Furniture, Fixtures, and Equipment as of 12/07/2018

AV3107	000000046758	1338PG0976	77688	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:24
AV3107	000000046759	1338PG0958	77639	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:25
AV3107	000000046760	1338PG0964	77640	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:25
AV3107	000000046761	1338PG0974	77641	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:26
AV3107	000000046762	1338PG0970	77642	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:26
AV3107	000000046764	1338PG0951	77644	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:26
AV3107	000000046765	1338PG0988	77645	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:27
AV3107	000000046769	1338PG0702	77649	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:27
AV3107	000000046770	1338PG0671	77650	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:28
AV3107	000000046773	1338PG1733	77653	RADIO, MOTOROLA CP-185 HANDHEL	189.96	AIRPORT PARKING :	05/21/2018 13:32
AV3107	000000046677	1338PD5270	77686	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 13:33
AV3107	000000046677	1338PD5283	77687	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : ADMIN. OFFICE	05/21/2018 13:33
AV3107	000000046678	1338PD5278	77688	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 13:34
AV3107	000000046679	1338PD5256	77689	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 13:34
AV3107	000000046680	1338PD5964	77690	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:35
AV3107	000000046681	1338PD5969	77691	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:35
AV3107	000000046682	1338PD5951	77692	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:35
AV3107	000000046684	1338PD5857	77694	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:36
AV3107	000000046685	1338PD5857	77695	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:37
AV3107	000000046686	1338PD5205	77696	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:37
AV3107	000000046687	1338PD5258	77697	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 13:38
AV3107	000000046688	1338PD5259	77698	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 13:39
AV3107	000000046689	1338PD5258	77699	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106	05/21/2018 13:39
AV3107	000000046690	1338PD5260	77700	RADIO, MOTOROLA CP-185 HEAVY DU	189.96	AIRPORT PARKING :	05/21/2018 13:40
AV3107	000000055407	N/A	77727	MONITOR, DELL	-	AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE	05/21/2018 12:43
AV3107	000000045666	MIPNDXV	78107	DESKTOP, LENOVO M718	529.56	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 10:15
AV3107	000000045667		78108	DESKTOP, LENOVO M718	529.57	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 10:21
AV3107	000000045669	ZVC4HLC6C6695H	78109	MONITOR, SAMSUNG SYNCMASTER	139.09	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 10:18
AV3107	000000045668		78110	MONITOR, SAMSUNG SYNCMASTER	139.09	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 10:28
AV3107	000000045665	H3F3XV1	78145	DESKTOP, DELL OPTIPLEX 790	641.29	AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION	05/21/2018 15:51
AV3107	000000045699		78388	BIOMETRIC TIME CLOCK w/MAINT	3,071.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE	05/21/2018 14:19
AV3107	000000055408	N/A	78563	DESKTOP, DELL	-	AIRPORT PARKING : OUTSIDE STORAGE	05/21/2018 12:43
AV3107	000000010545	MU006HRV	7922	FILE, LATERALS DWR.	642.05	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 13:42
AV3107	000000046872		79645	DESKTOP, LENOVO THINKSTATION	815.00	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 13:43
AV3107	000000046897	MU006HRS	79670	DESKTOP, LENOVO THINKSTATION	815.00	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 13:43
AV3107	000000046923	MU006HQ7	79696	DESKTOP, LENOVO THINKSTATION	815.00	AIRPORT PARKING : CLERK'S OFFICE	05/21/2018 13:44
AV3107	000000046940	MU006HS0	79713	DESKTOP, DELL OPTIPLEX 9020	821.31	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 14:29
AV3107	000000047649	Z2MIMK02	81280	DESKTOP, DELL OPTIPLEX 9020	821.31	AIRPORT PARKING : ACCOUNTS RECEIVABLES	05/21/2018 14:28
AV3107	000000047674	306LK02	81305	DESKTOP, DELL OPTIPLEX 9020	821.31	AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE	05/21/2018 14:29
AV3107	000000047700	Z2YMK02	81331	DESKTOP, DELL OPTIPLEX 9020	821.31	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:19
AV3107	000000047723	Z2RLK02	81354	DESKTOP, DELL OPTIPLEX 9020	821.31	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:30
AV3107	000000047503	CN86C2Q8YG	81372	PRINTER, HP LASERJET COLOR PRO	298.00	AIRPORT PARKING : RECEPTION DESK	05/21/2018 14:29
AV3107	000000048923	A01G01-9B75-104254	82089	MONITOR LCD 22" SUTRONIC DISP	1,749.20	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 14:22
AV3107	000000048925	A01G01-9B75-104305	82100	MONITOR LCD 22" SUTRONIC DISP	1,749.20	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 14:22
AV3107	000000048924	C01E02HAW1-101850	82317	MONITOR LCD 22" SUTRONIC DISP	1,749.20	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 15:31
AV3107	000000050222	2UAS3331HS	82476	HP PRO DESK COMPUTER 600 G1	514.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE	05/21/2018 16:24
AV3107	000000050937	SU2200HDLA01H05-6CSQ	82794	MONITOR LCD 22" SUTRONIC DISP	1,742.95	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 16:25
AV3107	000000050938	SU2200HDLA01H05-7YVW	82795	MONITOR LCD 22" SUTRONIC DISP	1,742.95	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 16:26
AV3107	000000050939	SU2200HDLA01H05-7YVW	82796	MONITOR LCD 22" SUTRONIC DISP	1,742.95	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 16:26
AV3107	000000050940	SU2200HDLA01H05-UWRW	82797	MONITOR, 22" LCD DISPLAY	241.79	AIRPORT PARKING : CENTRAL COLLECTION PLAZA	05/21/2018 15:52
AV3107	000000050292	CN078CFP7426161R74WL	87349	MONITOR, DELL 24"	870.00	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105	05/21/2018 15:52
AV3107	000000050475		87350	IPOD, W/VALET APP LIC	870.00	AIRPORT PARKING : DOUPHIN GARAGE VALET	05/21/2018 15:53
AV3107	000000050472		87547	IPOD, W/VALET APP LIC	870.00	AIRPORT PARKING : DOUPHIN GARAGE VALET	05/21/2018 15:53
AV3107	000000050473		87548	IPOD, W/VALET APP LIC	870.00	AIRPORT PARKING : DOUPHIN GARAGE VALET	05/21/2018 15:53
AV3107	000000050474		87549	IPOD, W/VALET APP LIC	870.00	AIRPORT PARKING : DOUPHIN GARAGE VALET	05/21/2018 15:53
AV3107	000000048447	1P234F0264	89118	CURRENCY COUNTER SEMACON 52100	1,970.65	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104	05/21/2018 15:53

Exhibit A-2 - Inventory of Furniture, Fixtures, and Equipment as of 12/07/2018

Item Identifier	Asset Identification	Barcode	Tag Number	Description	Quantity	Unit Cost	Applied Expense	Remarks	Marked for Disposal
AV3107	000000048448	1P234H0263	89119	CURRENCY COUNTER SEMACON 52100	1	1,970.65	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106		05/21/2018 15:54
AV3107	000000054698	SU200LMMARCH18Q005	93211	MONITOR LCD 22" SUNTRONIC DISP	1	1,508.20	AIRPORT PARKING : FIDS SHOP WAREHOUSE		05/21/2018 12:43
AV3107	000000054699	SU200LMMARCH18Q004	93212	MONITOR LCD 22" SUNTRONIC DISP	1	1,508.20	AIRPORT PARKING : FIDS SHOP WAREHOUSE		05/21/2018 12:43
AV3107	000000054700	SU200LMMARCH18Q001	93213	MONITOR LCD 22" SUNTRONIC DISP	1	1,508.20	AIRPORT PARKING : FIDS SHOP WAREHOUSE		05/21/2018 12:43
AV3107	000000054701	SU200LMMARCH18Q003	93214	MONITOR LCD 22" SUNTRONIC DISP	1	1,508.20	AIRPORT PARKING : FIDS SHOP WAREHOUSE		05/21/2018 12:43
AV3107	000000054702	SU200LMMARCH18Q002	93215	MONITOR LCD 22" SUNTRONIC DISP	1	1,508.20	AIRPORT PARKING : FIDS SHOP WAREHOUSE		05/21/2018 12:43
AV3107	000000025404	N/A	JE#3638	PARKING CONTROL SYSTEM/CCTV	3,531,500.00	10,000.00	AIRPORT PARKING : CENTRAL PLAZA & LONG TERM		05/21/2018 10:00
AV3107	000000025405	N/A	JE29292A	MISCELL-PARKING EQUIPMENT-ASCO	22,468.00	22,468.00	AIRPORT PARKING : ACS SHOP (UNACCOUNTED FOR)		05/21/2018 12:43
AV3107	000000025406	N/A	VA#02417	CREDIT CARD MACHINE			AIRPORT PARKING : OUTSIDE STORAGE (UNACCOUNTED FOR)		05/21/2018 12:43

Total Number of Assets : 176
Total Value of Assets : 3,680,845.92

Physical Inventory

No later than ten (10) business days from the Effective Date of this Agreement, Management shall conduct a physical audit of the Inventory of Furniture, Fixtures, and Equipment included in this Exhibit A-2. Upon completion of such physical audit, an updated Inventory of Furniture, Fixtures, and Equipment shall be established and Management shall assume responsibility and accountability of all items included therein. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent damage, pilferage, thefts, disappearances or other losses of property from inventory. This inventory list shall be in addition to, and not in lieu of, the capital inventory provisions established in **Sub-Article 8.10**.

EXHIBIT B
ACCOUNTING AND INTERNAL CONTROL PROCEDURES

REVENUES

Management shall be required to maintain procedures and controls called for in their procedures manuals, including but not limited to the following:

- Cash Handling Procedures
- Sales Accounting Procedures
- Check Control Procedures

Specific controls and procedures which must be continually maintained are summarized below:

- Each point of sale shall have electronic cash registers which enable sales to be classified by cashier shift, and which accumulate item counts for each individual cashier. All sales must be registered, and register sales accumulators must never be reset.
- Management is required to maintain a contingency procedure, in the event that the electronic P.O.S. devices are for any reason inoperable.
- Point-of-sale cashiers must sign for change funds received at time of issuance. Cashier deposits shall be witnessed by the Shift Supervisor.
- Register readings shall be taken Shift Supervisors who verify register tapes to total deposits. Register readings shall not be taken by cashiers. Register readings shall be taken at the beginning and end of each cashier's shift.
- Cashiers shall summarize their deposits on Cashier Shift Reports, included with their daily deposits. Cashier change funds shall be counted and reconciled on a cashier shift basis. Cashier sales deposits shall also be counted and compared to Cashier Shift Reports on a cashier shift basis.
- Shift supervisors shall prepare a daily summary compiling all revenue reported in the Cashier Shift Reports for all shifts.
- Accounting/audit staff shall perform a daily reconciliation between the individual daily Cashier Shift Reports, Supervisors Daily Summary for all shifts, and amounts captured by the Parking Revenue Control System. Any adjustments such as overrings/underrings, revenue overages, revenue underages, manual transactions, insufficient funds transactions, etc., shall be investigated and reported in a final Daily Cash Summary Report validated by internal Accounting/Audit personnel.

- Cashier sales deposits shall be summarized on a Daily Sales Report and deposited intact into a Department designated Depository. No paid-outs shall be made from sales deposits for any reason.
- Accounting department personnel shall audit revenues generated by each cashier and point of sale. Audit procedures shall include, but not necessarily be limited to the following:
 - Reconciliation of register tapes and readings with actual sales deposits and receivables.
 - Review of over and under rings registered for propriety.
 - Verification that the last transaction number of a prior shift and the first transaction number of a succeeding shift are consecutive.
 - Verification that closing readings of perpetual accumulators agree with the opening reading of the accumulators of a succeeding shift.
- Sales taxes and net revenues shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by cashier and point of sale. Credit Card commissions shall be reflected on the Daily Revenue Report, with receivables reflected net of any commissions.
- Revenues, receivables, commissions, cash deposits and tips shall be summarized by unit and accumulated for daily on the Daily Revenue Summary. Cash overages and shortages shall be summarized and reported daily to management on the Cashier over and short report.
- Accounting department employees shall perform surprise audits of cash register receipts, including counting of cash and verification with register subtotals. Approximately five cashiers shall be audited each day, and all cashiers shall be audited at least once per week. Results of surprise register audits shall be reported daily to Management in the Cash Register Auditor's Report.
- Travelers and personal checks (only U.S.) shall be accepted upon verification of identification such as passport or driver's license which shall be documented on face of check.

PURCHASING, RECEIVING AND STORAGE ISSUING

Management shall be required to maintain procedures and controls reflected in their procedures manuals, including but not limited to the following:

- Physical Inventory Procedures
- Accounts Payable System

- Internal Control Procedures

Specific controls and procedures which must be continuously maintained as summarized below:

- Responsibilities for purchasing, receiving and storage shall be segregated to at least three separate employees.
- Specifications for all major products used in operations shall be maintained in the purchasing department.
- Competitive bids shall be performed for all purchases in excess of \$1,000. Purchase orders, or some other method will be used to document authorized order quantities, prices and delivery dates for all purchases.
- Vendor price lists shall be maintained in the purchasing department, and updated monthly to reflect vendor price changes
- All merchandise received shall be verified by counting or weighing as appropriate. Prices, quantities and product specifications shall be compared with purchase orders or other document authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices. All extensions and addition reflected on invoices shall be verified. Said verification procedures shall be evidenced by signature and date of the receiving clerk.
- All invoices for merchandise receipts shall be recorded in receiving logs maintained in the receiving department, including date received, vendor name, total invoice value, and merchandise value by category. Periodically, but not less than monthly, receiving log totals shall be reconciled with corresponding total on the Daily Summaries of Invoices and forwarded to the Department. All invoices shall be stamped when received.
- All invoices processed for payment shall bear signature of Management as authorization for payment, acknowledgement of accuracy and cost incurrence, and approval of quantities, prices and specifications.
- All merchandise shall be stored in secured locations, the keys to which shall be controlled and logged by the Manager.

PAYROLL

Management shall be required to maintain procedures and controls, including but not limited to those called for in their procedures manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time keeping system shall be used to record hours worked for all hourly employees. Time clocks shall be used to record start and finish times for such employees, including start and finish for lunch periods.

- On a regular basis, unit supervisors shall calculate hours worked and note their initials in approval of time clock postings for all employees under their supervision.
- Accounting department personnel shall perform audits of time reports of various unit supervisors. Audit procedures shall include, but not necessarily be limited to:
 - Verification of computation of hours worked base on time-clock postings.
 - Verification of supervisory approvals.
 - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for employees off-duty.
- Each week, unit supervisors shall tabulate hours worked, designating the shift number and job function. Multiple designations of hours worked shall be made where employees worked in more than one shift or function during the week.
- Each week, unit supervisors shall prepare and sign input sheets based on time cards.
- Unit supervisors shall provide Management explanations in writing justifying any overtime hours worked by employees under their supervision.
- Personnel files shall be kept on premises, and shall contain evidence of the following information:
 - Management approval for hiring
 - Management approval of wage rate
 - Employee designation of withholding status.
 - Employee authorization for voluntary withholdings.
- All changes in employment status, including hiring, terminations, promotions, wage of salary changes, shall be documented on Personnel Action Forms, and approved by Management.
- Paychecks shall be distributed by an employee not involved in preparation of approval of Personnel Action Forms, and not involved in payroll input preparation or approval. All employees shall sign a staffing roster adjacent to their name in recognition of receipt of their paycheck, except in cases of direct deposit.

GENERAL

Management shall continually apply the following procedures and controls for bank account and other areas.

- All unissued checks for all bank accounts shall be secured. Checks shall be used in numerical sequence, and said sequence shall be accounted for. Signing of blank checks shall be forbidden.
- All bank accounts shall be reconciled to the Operating Account balance on a monthly basis by an employee independent of bank deposit preparation, check disbursements, and check signing. Copy of reconciliation to be forwarded to the Department.

- Responsibility for cash funds shall be vested in specific persons of authority, who shall be adequately bonded.
- Management shall maintain adequate insurance coverage, including workmen's compensation insurance, general liability insurance, and any other type of insurance required.
- Access to all premises under Management control shall be locked when not in use.

EXHIBIT C-1, FIELD RECONCILIATION FORM

CASHIER		BANK		CASHIER SKIM			TOTAL DEPOSIT	OVER SHORT	AMOUNT SHOWN ON TAPE	AMOUNT OR UR		CREDIT CARD	TAXI:	NAME	DEPOSIT
BOOTH				SKIM 1	SKIM 2	SKIM 3				OFFICE	# OF OR UR				
CENTRAL PLAZA															
C01															
C02															
C03															
C04															
C05															
C06															
C07															
C08															
C09															
C10															
C11															
C12															
C13															
C14															
C15															
C16															
VALET															
NORTH															
SOUTH															
TOTALS															

NO. BAGS IN DRAWER:	
SUPERVISOR SIGNATURE:	
NO. BAGS RETRIEVED:	
CLERK SIGNATURE:	

A) SKIM DEPOSIT BAG NUMBERS:	
SKIM 1:	# BAGS: DEPOSITED BY:
SKIM 2:	# BAGS: DEPOSITED BY:
SKIM 3:	# BAGS: DEPOSITED BY:

B) SHIFT DEPOSIT BAG NUMBERS:	
SHIFT DEPOSIT BAG #:	DEPOSITED BY:
SHIFT DEPOSIT BAG #:	DEPOSITED BY:

PREPARED BY:

REVIEWING MANAGER:

DATE SUBMITTED:

CREDIT CARDS		CREDIT CARDS		CREDIT CARDS		CREDIT CARDS	
PREPAID PARKING		MOLINA TOWING		CENTRAL PLAZA		VALET/NORTH	
VISA	\$0.00	VISA	\$0.00	VISA	\$0.00	VISA	\$0.00
MAC	\$0.00	MAC	\$0.00	MAC	\$0.00	MAC	\$0.00
AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00
NOVUS	\$0.00	NOVUS	\$0.00	NOVUS	\$0.00	NOVUS	\$0.00
DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00
TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00

CENTRAL CREDIT CARD REV.		CENTRAL PLAZA		VALET PARKING		VALET PARKING	
TOTAL STAFFED:	\$0.00	CASH:	\$0.00	CASH:	\$0.00	CASH:	\$0.00
TOTAL UNSTAFFED:	\$0.00	CREDIT:	\$0.00	CREDIT:	\$0.00	CREDIT:	\$0.00
GRAND TOTAL:	\$0.00	TELECK:	\$0.00	TELECK:	\$0.00	TELECK:	\$0.00
% UNSTAFFED	4014/10	TOTAL REV.	\$0.00	TOTAL REV.	\$0.00	TOTAL REV.	\$0.00

SKIMS		TAXI REVENUE AND TRANSACTIONS		CASH RECONCILIATION	
SHIFT	BAC #	SHIFT	BAC #	SHIFT	BAC #
1	\$0.00	1-1	\$0.00	I	\$0.00
2	\$0.00	1-2	\$0.00	II	\$0.00
3	\$0.00	1-3	\$0.00	III	\$0.00
TOTAL	\$0.00	TOTAL	\$0.00	IV	\$0.00

GRAND TOTAL		GRAND TOTAL		GRAND TOTAL		GRAND TOTAL	
\$0.00		\$0.00		\$0.00		\$0.00	

	0	0	0	0	UNSTAFFED
COMBINED TICKETS COLLECTED:	0				0
LONG TERM TICKETS COLLECTED:	0				0
% UNSTAFFED TICKETS COLLECTED:					#DIV/0!
TOTAL LONG TERM CREDIT CARD TRANS:	0				0
%UNSTAFFED LONG TERM TRANS:					#DIV/0!

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Physical Count	MALE		CCP	Sub Total	Surpass	Transaction Total	Value						
	North	South					North/Cash	Credit	Spent/Cash	Credit	Cash		
Friday, September 01, 2017				0		0							
Saturday, September 02, 2017				0		0							
Sunday, September 03, 2017				0		0							
Monday, September 04, 2017				0		0							
Tuesday, September 05, 2017				0		0							
Wednesday, September 06, 2017				0		0							
Thursday, September 07, 2017				0		0							
Friday, September 08, 2017				0		0							
Saturday, September 09, 2017				0		0							
Sunday, September 10, 2017				0		0							
Monday, September 11, 2017				0		0							
Tuesday, September 12, 2017				0		0							
Wednesday, September 13, 2017				0		0							
Thursday, September 14, 2017				0		0							
Friday, September 15, 2017				0		0							
Saturday, September 16, 2017				0		0							
Sunday, September 17, 2017				0		0							
Monday, September 18, 2017				0		0							
Tuesday, September 19, 2017				0		0							
Wednesday, September 20, 2017				0		0							
Thursday, September 21, 2017				0		0							
Friday, September 22, 2017				0		0							
Saturday, September 23, 2017				0		0							
Sunday, September 24, 2017				0		0							
Monday, September 25, 2017				0		0							
Tuesday, September 26, 2017				0		0							
Wednesday, September 27, 2017				0		0							
Thursday, September 28, 2017				0		0							
Friday, September 29, 2017				0		0							
Saturday, September 30, 2017				0		0							
Total	-	-	-	-	-	-	\$	-	\$	-	\$	-	\$

TOTAL YEAR TO DATE
16/17[illegible]

TAXI Revenue	MOLINA TOWING	Total Revenue
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$		\$
\$ - - \$	- - \$	\$ - -

[illegible]

Approved by:

TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE (TAC-N) PROJECTS**PURPOSE**

- To provide details for the initiation and management of a Tenant Airport Construction Program non-reimbursable project.

DEFINITIONS

FAA	Federal Aviation Administration
A/E	Tenant's State Registered Architect or Engineer responsible for the design of the project.
BCC	Board of County Commissioners
GSA	General Services Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport construction
MDAD	Miami Dade Airport Aviation
NTP	Notice to Proceed
PM	Project Manager
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

GENERAL INFORMATION**Summary of Department Process for Design and Construction of TAC-N Projects**

When an airport tenant wishes to improve or expand a leasehold area, the tenant must contact the MDAD Manager, Properties and Commercial Operations to discuss the proposed improvement or expansion. The Manager, Properties and Commercial Operations or designee determines whether the proposed design and construction will be a reimbursable or a non-reimbursable project.

If the determination is that the proposed design and construction are non-reimbursable, the tenant must submit a letter to MDAD requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

The Manager, Properties and Commercial Operations or designee prepares a Quick Check Form and forwards it to the MDAD Manager, Planning, the MDAD Design Chief, the MDAD Manager, Maintenance Engineering, the MDAD Manager, Terminal Facilities, and others as appropriate, for review and approval. The following documents, at a minimum, are attached to the form:

- Tenant's Letter to MDAD requesting MDAD to approve the project shall include the following attachments:
- Conceptual drawings/sketches
- Completed Tenant Project Information Sheet providing the following information:

- ✓ Project Name
- ✓ Scope of Work (project description)
- ✓ Project Cost (tenant's estimate) broken down between design and construction
- ✓ Tenant's Name and Contact Person's name and telephone numbers
- ✓ A/E of Record Name and Contact Person's name and telephone numbers
- ✓ Contractor Name and Contact Person's name and telephone numbers
- ✓ Verification that the Tenant has been instructed on insurance responsibilities and MDAD TAC-N procedures and requirements

The Manager, Planning ensures that the project is assigned a Project Number in accordance with Facilities Division Procedure FD1-020.

If the listed Managers or designees approve the Quick Check Form and the project does not require approval by the Miami-Dade Board of County Commissioners (BCC), the Manager, Properties and Commercial Operations issues a Concept Approval Letter to the tenant, advising the tenant to proceed with the project and addressing compliance with the MDAD Design Guidelines as applicable and compliance with the TAC-N design and construction procedures. The Manager, Properties and Commercial Operations forwards copies of the letter to the Assistant Aviation Director, Facilities Development, the Manager, Planning, and the MCC/TAC Chief, copying all attachments to the MCC/TAC Chief.

If the project requires approval by the Miami-Dade Board of County Commissioners (BCC), the Manager, Properties and Commercial Operations prepares the necessary documentation for presentation to the BCC requesting an amendment to the existing lease and to authorize the project.

Upon approval by the BCC, the Manager, Properties and Commercial Operations will send a letter, attaching copies of the executed lease amendment, the County Manager's memorandum, and the BCC resolution to the tenant advising the tenant to proceed with the project in accordance with the terms of the lease as approved by the BCC. The letter will constitute the Hand Off to the Facilities Division.

PROCEDURES for DESIGN and CONSRTRUCTION

Upon receipt of the copy of the letter from Properties to the tenant, the MCC/TAC Chief shall prepare a New Project Memorandum providing details and requirements of the project and designating a TAC-N Project Manager.

1. The TAC-N Project Manager shall contact the tenant to review the design and construction process.
2. It is the responsibility of the tenant through its Architect/Engineer (A/E) and/or Contractor to:
 - Obtain copies of relevant as-built drawings from MDAD Technical Support Division (305-876-7057)
 - Verify field conditions, including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, and connecting points for all utilities, HVAC, fire protection, and smoke evacuation systems.
 - Ensure that if the project is located at the MIA Terminal Complex, the design is in compliance with the MDAD Design Guidelines Manual (found at www.miami-airport.com). Exception: projects in the cargo areas and at the General Aviation Airports need only meet civil work Design Guidelines or as noted as per the terms of the lease.
 - Obtain an MDAD Miscellaneous Asbestos Recovery Contract Status Report for the project from MDAD Environmental Engineering Division (305-876-8326).
 - Coordinate schedules and locations for material deliveries to MIA with MDAD Landside Operations Division (305-876-7086).
 - Coordinate schedules and construction activities at MIA with MDAD Terminal Operations Division (305-876-7082).
 - Coordinate airside access at MIA with MDAD Airside Operations Division (305-876-7482).
 - Coordinate MIA identification badging and security orientation requirements with MDAD Safety and Security Operations Division (306-876-4028).
 - Coordinate utility information and issues, including shutdown procedures, with MDAD Maintenance Engineering (305-876-7477).
 - Coordinate requirements and specific procedures for obtaining Miami-Dade Department of Environmental Resources Management (DERM) and Florida Department of Environmental

Protection (DEP) permits and for dewatering, excavating, trenching, stockpiling, maintenance and disposal of contaminated material activities with the MDAD Environment and Airport Engineering Division (305-869-1063).

3. Each sheet of the construction plans shall be identified with a title box that includes the following information:

PROPERTY OWNER:	MIAMI-DADE AVIATION DEPARTMENT	
ADDRESS:	P.O. BOX 592075, MIAMI, FLORIDA 33159-2075	
TAC-N PROJECT MANAGER:		
TAC-N PROJECT MANAGER PHONE:		FAX No. _____
PROJECT OWNER/ LESSEE:		
ADDRESS:		
TENANT PROJECT MANAGER:		
TENANT PROJECT MANAGER PHONE:		FAX No. _____

4. The TAC-N Project Manager shall determine at what design phase how many sets of construction documents shall be submitted for review.
5. The tenant or its A/E shall submit the required number of sets of documents to the TAC-N Project Manager.
6. The TAC-N Project Manager shall forward document sets to pre-determined reviewers. The documents shall be attached to a TAC-N Design Review Memorandum (Facilities Division Form FD3-061). The memorandum shall identify at what percent completion the drawings are and by what date review comments must be returned.
7. Concurrently to sending the review package the TAC-N Project Manager shall forward by email to the reviewers Chief a Design Review Transmittal (Facilities Division Form FD3-009), notifying them of the review process.
8. The TAC-N Project Manager shall submit the sets of Construction Documents to Consultants and MDAD staff for in-house Design Review. This process has a duration of fourteen (14) calendar days. The Reviewers will fax any issues/comments directly to the tenants A/E of Record and to the TAC-N Project manager within (14) calendar days of receipt of the plans. The tenant or tenants A/E shall confirm receipt of all Review Comments with the TAC-N Project Manager.
9. The TAC-N Project Manager shall ensure that comments and issues introduced by reviewers are discussed and resolved.
10. The tenant must submit for back-check, three sets of 100% construction documents with all reviewer-required changes incorporated. One of these sets must have the A/E of Record's signature and seal on every design sheet.
11. ~~The 100% construction drawings submitted for back-check must be accompanied with notarized letter to the TAC-N Project Manager on the A/E's company's letterhead requesting a TAC-N Letter of Concurrence to be provided to the tenant (Facilities Division Form FD5-017). The A/E's letter must contain the following two paragraphs verbatim:~~

~~This letter will serve as our request for the issuance of your TAC-N Letter of Concurrence for the above referenced project that will allow the tenant to apply for a Building Permit.~~

As the tenant's Architect/Engineer of Record, we have satisfied all comments and issues originating from the TAC-N Design Review process by means of revisions to the 100% Construction Documents. These revisions will produce a project in

compliance with all MDAD and FAA requirements. Further, we realize that the final responsibility for the design and compliance with all applicable codes, standards, and ordinances rests solely with the tenant's Architect/Engineer of Record.

12. The TAC-N Project Manager shall advise the tenant of the Miami-Dade General Services Administration (GSA) Risk Management Division insurance requirements. Prior to the issuance of the MDAD Letter of Concurrence to the tenant, execution of contract documents by the tenant and its contractor, the tenant shall provide copies of all of the contractor's certificates of insurance to the TAC-N Project Manager who shall request MDAD Risk Management to review them. Upon satisfactory review and compliance with item thirteen (13) below, the MDAD Letter of Concurrence will be issued, unless there are more requirements as identified in item fourteen (14) below.
13. The TAC-N Project Manager shall review the submitted documents. The reviewers will be asked to sign a TAC-N Design Review 100% Back Check Form (Facilities Division Form FD3-062) indicating that their comments have been complied with and incorporated into the revised 100% final documents. It is the responsibility of the tenant's Consultants to obtain the reviewer's signature on the 100% back-check form.
14. For those TAC-N projects that require an amended Lease Agreement and as per the terms of the lease, the following documents must be submitted prior to the issuance of the Letter of Concurrence and prior to construction.
 - a) Performance and Payment Bonds in compliance with the terms of the Lease
 - b) Copy of the Building Permit
 - c) The Environmental Insurance Policy as applicable.
 - d) A check in the amount that represents 1% of the budgeted construction hard costs for reimbursement of MDAD Building Department fees.
 - e) Contract completion bond as applicable.
 - f) Insurance required.
15. Once all reviewers have signed the TAC-N Design Review 100% Back Check, the MCC/TAC Chief shall issue a Letter of Concurrence (Facilities Division Form FD5-017) enabling the tenant to apply for a building permit. **Absent the signature of the 100% back-check form indicating incorporation of the reviewer's comments in the back-check drawings, and all the requirements as listed in items twelve (12) thirteen (13) and fourteen (14), the Letter of Concurrence will not be issued.** The Letter of Concurrence will be valid for sixty (60) calendar days from date of issue. If the tenant or A/E of Record has not applied for a building permit within sixty (60) calendar days, a new Letter of Concurrence will have to be issued. The tenant must request the new Letter of Concurrence from the TAC-N Project Manager.
16. The tenant shall complete a Building Permit Application and submit it to the Miami-Dade Building Department Satellite Office on the Fourth Floor of Miami International Airport Building 5A. The Letter of Concurrence, a copy of the Miscellaneous Asbestos Recovery Contract (MARC) report, if required, and two (2) signed and sealed permit sets of the project 100% construction documents must be attached to the application. The Satellite Office may be reached at 305-869-1363.
17. The tenant shall select a contractor to perform the work.
18. The TAC-N Project Manager shall complete a Wrap-Up Insurance Program Notification of Contract Award (Facilities Division Form FD5-031, if applicable) and forward it to the Wrap-Up Insurance Program Broker, the Manager, Properties and Commercial Operations, MDAD Risk Management. Thereafter the TAC-N Project Manager issues a Notice to Proceed.

19. Prior to commencement of construction, the tenant shall submit copies of the Construction Schedule, the Design and Construction Budget, and the Building Permit to the TAC-N Project Manager. The tenant must also provide any revisions to these documents to the TAC-N Project Manager as they are issued.
20. The TAC-N Project Manager shall determine, based on the complexity and magnitude of the project, if a pre-construction meeting should be held and if regularly scheduled construction meetings are required. If required, the frequency of construction meetings will be based on the complexity and duration of the project. The tenant's A/E and contractor, the TAC-N Project Manager, or designee, and others, as may be required, will attend the construction meetings.
21. The TAC-N Project Manager, or designee, shall periodically visit the jobsite. The permit set of drawings must be available on the construction site at all times.
22. Depending on a project's complexity, at project completion a walk-through may be scheduled and coordinated by the TAC-N Project Manager.
23. Unless otherwise agreed, the tenant must submit to the TAC-N Project Manager copies of the following documents at project completion:
 - Signed off Building Permit Inspection (within twenty-four hours of issue)
 - Certificate of Occupancy or Certificate of Completion (within twenty-four hours of issue)
 - Warranties, manuals, instructions, etc. for any equipment that will be maintained by MDAD
 - As-Built drawings (record drawings) on bond paper, signed and sealed by the tenant's Architect of Record within thirty (30) days from issue of the Certificate of Occupancy or Completion. Depending on the size or complexity of the project, the tenant may be requested to provide the as-builts as mylar drawings, 35mm aperture cards, or digital files.
24. When the Certificate of Occupancy has been issued and all As-Built Records have been transferred to MDAD Technical Support Division, the TAC-N Project Manager and tenant shall close the project.

ASSOCIATED FORMS

- | | |
|-------------------------------------|--|
| 1. Facilities Division Form FD3-009 | Design Review Transmittal |
| 2. Facilities Division Form FD3-061 | TAC-N Design Review Memorandum |
| 3. Facilities Division Form FD3-062 | TAC-N 100% Back Check Sign-off Sheet |
| 4. Facilities Division Form FD5-017 | TAC-N Concurrence Letter |
| 5. Facilities Division Form FD5-031 | Wrap-Up Insurance Program Notification of Contract Award |



Memorandum

Date: September 24, 2015

To: Ken Pyatt
Deputy Director

Greg Owens, Assistant Director
Business Retention & Development

Carlos Jose, Assistant Director
Facilities Management

Pedro Hernandez, Assistant Director
Facilities Development Management

Anne Lee, Chief Financial Officer
Finance & Strategy

From: Emilio Gonzalez
Director

Subject: Rental Credits For Tenant and/or Concessionaire Construction Projects

The Miami-Dade County Aviation Department, pursuant to Sections 2-285(5) and 2-285(6) of the Code of Miami-Dade County, is authorized to provide rental credits for tenant and/or concessionaire construction projects (generally referred to as TAC-R projects). Currently, the process for authorizing reimbursable projects is codified internally at FD0-110-P. Effective immediately, and solely with respect to TAC-R projects, FD0-110-P is superseded. Until a new TAC-R policy is fully codified, TAC-R construction projects may be approved in the following manner:

1. When an airport tenant ("Tenant") wishes to improve or expand a leasehold area, the Tenant must contact the MDAD Manager, Properties and Commercial Operations to discuss the proposed improvement or expansion. The Manager, Properties and Commercial Operations or designee determines whether the proposed design and construction will be a reimbursable or non-reimbursable project.

2. If the determination is that the proposed design and construction are reimbursable, the Tenant must submit a letter to MDAD requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

3. The Manager, Properties and Commercial Operations or designee prepares an instruction and forwards it to the MDAD Manager, Planning, the MDAD Design Chief, the MDAD Manager, Maintenance/Engineering, the MDAD Manager, Terminal Facilities, and others as appropriate, for review and tentative approval.
4. If tentative approval is denied, the Tenant is notified through MDAD Manager, Properties and Commercial Operations.
5. If tentative approval is given, the Tenant is so advised through the MDAD Manager, Properties and Commercial Operations and is invited to a meeting with a project conceptual review team which includes the MDAD Manager, Planning, the MDAD Design Chief, and the MDAD Manager, Maintenance/Engineering to discuss the design process, bid and award process, construction and close out process. These discussions will include costs and scheduling, and the identification of a TAC-R Project Manager. These discussions will result in full approval of the design and construction of the project or a rejection of the use of the TAC-R process for such design and construction.
6. If approved, an Architect/Engineer shall be procured in accordance with MDAD Procedure FD2-005, except that the Tenant shall be responsible for evaluating and negotiating the PSA. MDAD shall be responsible for determining the disciplines required to be held by the Architect/Engineer. The Tenant will ensure that the PSA contains CBE goals as appropriate in the determination of the County. With the consent of the Deputy Director, the Tenant may award a contract to the most qualified firm.
7. After design has progressed such that construction drawings may be let, the construction project shall be submitted for small business goals in accordance with FD4-018-P.
8. The Tenant shall submit the proposed project to MDAD to establish the insurances required to be provided by the Tenant on the project. The Tenant shall include in any bid for construction all insurance requirements as established by MDAD for such project.
9. The Tenant shall require that all contractors and subcontractors (of any tier) pay Responsible Wages, as defined in Section 2-11.16 of the Miami-Dade County Code and any applicable implementing ordinance.
10. Upon completion of the project design and the establishment of small business goals (if any) and insurance requirements, procurement of a construction contract by the Tenant shall be accomplished as follows:
 - a. Except as otherwise authorized in this memo, the Tenant is

required to solicit sealed, competitive bids, proposals, quotes, or requests for qualifications for any construction work.¹ The Tenant may issue either a single bid for a general contractor, multiple bids for multiple trade contractors, or any combination thereof.

b. The Tenant is required to publicly advertise bids in accordance with Section 255.0525, Fla. Stat. If the Tenant has previously utilized a competitive process to procure a stand-by contractor, or a pool of stand-by contractors, the Tenant may skip this step and instead solicit bids from such stand-by contractors.

c. The Tenant will use reasonable efforts to solicit at least three bids. The Tenant may impose requirements as to bidder experience or financial responsibility in the Tenant's discretion. The Tenant may specify the use of particular machinery or equipment, so long as bidders may submit "or-equal" equivalents to same.

d. The Tenant will open all bids received at a date certain, and shall award the project to the firm submitting the best bid that also (a) meets the requirements set by Tenant and (b) meets the DBE goals set by the County. In the event a bidder contests the Tenant's decision regarding the Tenant's requirements, the Tenant shall be solely responsible for resolving this matter. In the event of contests regarding the County's DBE goals, the County shall be solely responsible for resolving such contest. In no circumstance shall a bidder in this process be entitled to a bid protest, as is defined in Section 2-8.4 of the Code of Miami-Dade County.

e. The Tenant shall not contract with any contractor who is on the County's list of debarred contractors, on the Federal excluded contractors list, or who is on the County's list of entities in arrears to the County.

f. The Tenant shall notify the contractor selected for award. No work may begin until the contractor submits to the Tenant an executed payment and performance bond, in conformance with Section 255.05, Fla. Stat., with appropriate power of attorney from the surety and countersigned by the Florida Resident agent of the Surety as well as a photocopy of the agent's identification card issued by the Florida Insurance Commissioner. The contractor shall also submit the insurance certificates required by the General Conditions of the bid documents.

11. Through the life of the project, the Tenant shall cause the contractor to provide DBE utilization reports and payroll reports in the form specified by the County. If at any time during the project, Tenant is informed by the County that the contractor is in violation of its obligations to pay Responsible Wages, the Tenant shall ensure that sufficient money is retained from any future payments to satisfy such violation. The Tenant shall not release final retainage unless and until the County indicates that the contractor has fully discharged its obligations under the Responsible Wages Ordinance.

¹ When used in this document, the term "bids" should be understood to encompass Requests for Quotes, Requests for Qualifications, and Requests for Proposals as well.

12. The Tenant shall also report to the County the race, gender and ethnic origin of the owners and employees of all contractors. No credits may be extended until such information is provided.

13. Satisfactory completion of the project is dependent on inspections consistent with MDAD Procedures for Substantial Completion and Beneficial Occupancy as outlined in MDAD Procedures FD5-195-P.

14. Upon satisfactory completion of item (12) above the project will be closed out accordance with MDAD Procedures FD5-245-P.

15. At all times, the Tenant shall make records related to the project available to the County for review, including but not limited to the County's Office of the Inspector General. Tenant shall maintain all project documents as public records consistent with the requirements of Section 119, Fla. Stat.

16. MDAD may add requirements to this process as may be in the best interests of the County based on the particular requirements of any project, or changes in state or local law.

17. If the Tenant is seeking reimbursement for capital equipment to be installed at the Tenant's Leasehold or for construction management services, and the contracts for such equipment or services are to be contracted separately from the A/E services or the contractor, the Tenant shall procure same using a competitive process substantially similar to that outlined above.

18. With the approval of and at the discretion of the Deputy Director, Tenants who have made non-material deviations from this process may be eligible for reimbursement.

Alternative Method of Procurement:

19. "Stand-by Contractors": In lieu of the procurement method specified above, the Tenant may award a contract to a "stand-by" contractor or to a pool of "stand-by" contractors. As used herein, a "stand-by" contractor shall mean a contractor responsible for a generic scope of work. The Tenant shall select "stand-by" contractors by soliciting bids for such contractors in accordance with Section 255.0525, Fla. Stat. Bids shall be based on the percentage of overhead and profit bid by each contractor on the generic scope of work. In initially selecting a "stand-by" contractor, the Tenant shall otherwise utilize the process described in 10(a)-(c). After a "stand-by" contractor is selected, the Tenant may solicit quotes for any subsequent construction project directly from the stand-by contractor without need for publicly advertising such project. Tenant shall ensure that all other provisions specified above are complied with by the contractor, including small business goals and responsible wages. The Tenant is responsible for submitting any subsequent construction project to the County for small business goals prior to soliciting quotes for such project from its "stand-by" contractors. No "stand-by" contract shall have a duration longer than two years.

**MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
REIMBURSABLE OPERATING COSTS
OPERATION OF PUBLIC PARKING FACILITIES**

The following categories of operating costs shall be reimbursable unless referenced otherwise in the resultant Agreement:

- Payroll and Related Expenses/Employee Benefits
- Operating Expenses

Each of the cost categories are defined in detail by MDAD. These cost categories are not necessarily all inclusive.

PAYROLL AND RELATED EXPENSES

Reimbursable payroll and related expenses shall include salaries and wages and employee benefits for personnel employed by Management, which are engaged in the operations and administration of the Facilities.

Salaries and Wages:

- Administration (To include the General Manager)
- Staff

Payroll Taxes:

- Payroll Taxes (Including Employer FICA)
- Social Security
- Unemployment Insurance
- Workers Compensation Insurance

EMPLOYEE BENEFITS:

Reimbursable employee benefits shall include the following, only to the extent that they are included in the MDAD approved budget, are benefits that are paid by Management and are not included in reimbursable salaries and wages.

Holidays:

Full-time Hourly employees who have completed their probationary period of employment will receive nine (9) paid holidays during the first (1st) year of employment provided that they have worked on their last scheduled work day prior to the holiday and the first (1st) scheduled workday after the holiday. Part-time employees shall receive a pro-rate portion of the holiday pay.

Nine paid Holidays per year as follows;

- | | |
|----------------------------------|-----------------------------|
| 1) New Year's Day | 6) Thanksgiving Day |
| 2) Martin Luther King's Birthday | 7) Christmas Day |
| 3) Memorial Day | 8) Anniversary Date of Hire |
| 4) Independence Day | 9) Floating Holiday |
| 5) Labor Day | |

Salaried employees shall receive the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1) New Year's Day | 6) Labor Day |
| 2) Martin Luther King's Birthday | 7) Veterans Day |
| 3) President's Day | 8) Thanksgiving Day |
| 4) Memorial Day | 9) Christmas Day |
| 5) Independence Day | 10) Floating Holiday |

Vacation:

Vacation with pay shall be earned as follows:

- After 1 full year of continuous service.....5 days (40 Hours)
- After 3 full years of continuous service.....10 days (80 Hours)
- After 7 full years of continuous service.....15 days (120 Hours)

Sick leave:

Full-time employees are eligible to accrue one (1) sick day every two months after the initial 90-day probationary period and are not to exceed fifteen (15) days at any given time. Employees will not be paid for days not used. Salaried employees are eligible to accrue a maximum of six (6) paid sick days per year (Non-cumulative).

Bereavement leave:

Employees are eligible for up to three (3) days paid leave due to the death of an immediate family member. Immediate family member is defined as spouse, parent, son, daughter, brother, sister, grandparent, stepbrother, stepsister. Employees will not receive Bereavement Leave benefits for a funeral they did not attend. All eligible employees must notify their manager about the applicable details in any given case.

Life Insurance:

Basic plan costs for full-time employees initial 90-day probationary.

Ancillary Benefits for General Manager:

Management contributions for short-term disability, long-term disability, vision, dental, and additional life insurance beyond the basic plan for the General Manager.

401K Retirement Plan Contributions:

Management contribution to employee 401K plans, after employee has completed one year of service or 1,000 hours.

OPERATING EXPENSES

- | | |
|---|--|
| <ul style="list-style-type: none"> • Annual Audit Fees (Fees are paid by the County, but allocated to the Budget of the Selected Proposer) • Performance Bond • Outside Contractual Services (Ex: Armored Car Services, PARCS Maintenance Costs, etc.) • Data Processing (Payroll) • Utilities • Telephone • General Liability Insurance • Automobile Liability Insurance • Garage Keepers Legal Liability Insurance • Credit Card Service Charges • Postage • License & Permit Fees • Employment Related Examinations (if required by Department) • Employment Classified Advertisement • Employee Parking Expense • Employee Training • Employee Uniforms • Office Supplies • Paper (Copier/Printer) | <ul style="list-style-type: none"> • Equipment Rental • Paper Goods • Parts and Supplies • Cleaning Supplies • Other Minor Equipment – Less than \$3,000 • Miscellaneous Other Operating Supplies • Florida Sales Tax |
|---|--|

AV #:

REPLEN #	DATE:
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[illegible]

Name 1

Namø 2

Name 3

MANAGEMENT CERTIFIES THAT VENDORS LISTED ON THIS REPLEISHMENT HAVE BEEN ADVISED TO REGISTER WITH MIAMI-DADE COUNTY ***
<https://www.miamidade.gov/Vendor/NewVendor/Enroll.html>

