

Memorandum



Date: June 16, 2020

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

From: Carlos A. Gimenez,
Mayor

Agenda Item No. 8(F)(2)

Subject: Recommendation for Approval to Award Work Order Nos. 01244-1A and 01244-1B, Public Private Partnership and Infrastructure Advisory Services; and Authorizing the Use of Charter County Transportation Surtax Funds for Such Purpose

Recommendation

It is recommended that the Board of County Commissioners (Board) approve competitive contract awards, *Work Order Nos. 01244-1A and 01244-1B, Public Private Partnership (P3) and Infrastructure Advisory Services*, on the Beach Corridor Trunk Line and North Corridor projects respectively, for the Department of Transportation and Public Works. The recommended advisors on the work orders will provide financial and P3-related advisory services to supplement the expertise of the County's in-house resources and facilitate the successful delivery of the projects. The advisor services include, but are not limited to, assisting the County with solicitation language; analysis of proposals, finance plans, and financial models; negotiations of the interim and comprehensive agreements, to include negotiation strategies, suggested contract language, and financial advice regarding market conditions; and bringing the projects to financial and commercial close.

On September 4, 2019, the Board adopted Resolution No. R-905-19 authorizing the advertisement of a Request for Proposals (RFP) to design, build, finance, operate and maintain a rapid mass transit system along the Beach Corridor Trunk Line connecting the Downtown Miami/Overtown area to the South Beach area. The RFP was issued and proposals were due in March 2020. The Board then directed the County Mayor to prepare an RFP to design, build, finance, operate and maintain the Locally Preferred Alternative as described in the SMART Plan for a North Corridor rapid mass transit solution. The solicitation, including project scope and technical specifications, for the North Corridor is being developed.

On September 1, 2019, the County established the P3 and Infrastructure Advisory Services Pool (the P3 Pool) for projects solicited via P3 or alternate delivery methods. The P3 Pool was solicited through an open, competitive Request for Qualifications with membership for up to five responsive, responsible advisors; the five highest-ranked advisors were selected for membership. This Pool will replace *Contract No. BW-00199, Financial and Public Private Partnership Advisory Services* that was primarily for court and jail facilities and was used by the County to assist with the Civil and Probate Courthouse project.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Scope

The Beach Corridor Trunk Line will be located in Commission Districts 3 and 5 which are represented by Chairwoman Audrey M. Edmonson and Commissioner Eileen Higgins, respectively. The North Corridor will be located in Commission Districts 1 and 2 which are represented by Commissioner Barbara J. Jordan and Commissioner Jean Monestime, respectively. However, the scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the three-year term is \$500,000. Should the County choose to exercise, at its sole discretion, the two, one-year options to renew, the estimated cumulative value will be \$700,000. This project is funded by Charter County Transportation Surtax Funds.

Department	Allocation	Funding Source	Contract Manager
Transportation and Public Works	\$500,000	Charter County Transportation Surtax Funds	Robert Villar
Total:	\$500,000		

Track Record/Monitor

Rita Silva of the Internal Services Department is the Procurement Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to 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

A competitive Work Order Proposal Request was issued to the members of the P3 Pool. Proposals were received from four members in response to the solicitation. The two highest-ranked proposers are recommended for award of the work orders.

Awardee	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Ernst & Young LLP	5 Times Square New York, NY	2 MiamiCentral 700 NW 1 Avenue Suite 1500 Miami, FL	430	M. Camila Cote
			1%	
IMG Rebel Advisory, Inc.	1015 15 Street, NW Washington, DC	None	0	Sasha N. Page
			0%	

*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.

Vendors Not Recommended for Award

Vendor	Reason for Not Recommending
KPMG LLP	Evaluation Scores/Ranking
PFM Financial Advisors LLC	

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.

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

- The User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference were applied.
- Living Wage does not apply.



Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: June 16, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
6-16-20

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF WORK ORDER NOS. 01244-1A AND 01244-1B FOR PUBLIC PRIVATE PARTNERSHIP (P3) AND INFRASTRUCTURE ADVISORY SERVICES ON THE BEACH CORRIDOR TRUNK LINE AND NORTH CORRIDOR PROJECTS FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL AMOUNT NOT TO EXCEED \$700,000.00 FOR THE INITIAL THREE-YEAR TERM AND TWO, ONE-YEAR OPTION TO RENEW TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD, ISSUE THE APPROPRIATE PURCHASE ORDER TO GIVE EFFECT TO SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE CODE AND IMPLEMENTING ORDER 3-38; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THESE PROJECTS WHICH ARE CONTAINED IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN SECTION RAPID TRANSIT IMPROVEMENTS

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:

Section 1. This Board approves award of Work Order Nos. 01244-1A and 01244-1B for public private partnership (P3) and infrastructure advisory services on the Beach Corridor Trunk Line and North Corridor projects for the Department of Transportation and Public Works as set forth in the incorporated memorandum in a total amount not to exceed \$700,000.00 for the initial three-year term and two, one-year option to renew terms.

Section 2. This Board 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 contract, including any cancellation, renewal and extension 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.

Section 3. This Board authorizes the use of Charter County Transportation Surtax Funds for these projects which are contained in the original Exhibit 1 of the People’s Transportation Plan Section Rapid Transit Improvements.

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.

Jose “Pepe” Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

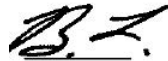
The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of June, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Bruce Libhaber

P3 and Infrastructure Advisory Services for the Beach Corridor
Work Order No. 01244-1A

THIS CONTRACT made and entered into as of this _____ day of _____, 2020 by and between IMG Rebel Advisory, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 1015 15th Street, NW, Suite 600, Washington, DC (hereinafter referred to as the "Advisor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County established the Public Private Partnership (P3) and Infrastructure Advisory Services Pool, through Request for Qualifications (RFQ) No. 01244, for use by County departments to engage qualified P3 and infrastructure advisors to supplement the expertise of the County's in-house resources and ensure the successful delivery of projects, to include projects solicited via P3 or alternative delivery methods; and

WHEREAS, the Advisor is a member of the P3 and Infrastructure Advisory Services Pool and has offered to provide advisory services, on a non-exclusive basis, that shall conform to Miami-Dade County's Work Order Proposal Request (WOPR) No. 01244-1 and all associated addenda and attachments, incorporated herein by reference, and the requirements of this Work Order and all associated amendments and attachments to include the Terms and Conditions (Appendix A), Scope of Services (Appendix B), and Price Schedule (Appendix C) herein; and

WHEREAS, the Advisor submitted a written proposal dated November 15, 2019, hereinafter referred to as the "Advisor's Proposal", incorporated herein by reference; and

WHEREAS, the County desires to procure from the Advisor such P3 and infrastructure advisory services for the County, in accordance with the provisions of this Work Order,

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

1. Definitions

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a. The words "Contract" or "Work Order" to mean the following, and if there is a conflict between or among the provisions of this Work Order, the order of precedence is as follows, 1) these provisions and all amendments issued hereto; 2) Terms and Conditions (Appendix A); 3) Scope of Services (Appendix B) and Price Schedule (Appendix C); 4) WOPR No. 01244-1 and all associated addenda; and 5) Advisor's Proposal.
- b. The word "Deliverables" to mean all documentation and any items of any nature submitted by the Advisor to the County's Project Manager for review and approval pursuant to the terms of this Contract.
- c. The words "Project Manager" to mean the Department of Transportation and Public Works Director or the duly authorized representative designated to manage the Services.
- d. The word "subcontractor" to mean any person, entity, firm or corporation, other than the employees of the Advisor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Advisor and whether or not in privity of contract with the Advisor.
- e. The words "Services" to mean all matters and things required to be done by the Advisor in accordance with the provisions of this Contract.

2. Nature of the Agreement

- a. This Contract, including attachments and appendices to the Contract, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b. This Contract may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- c. The Advisor shall provide the services set forth in the Scope of Services (Appendix B) and as further specified in a task assignment issued by the County, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder. The Advisor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Contract. All things not expressly mentioned in this Contract but necessary to carrying out its intent are required by this Contract, and the Advisor shall perform the same as though they were specifically mentioned, described and delineated.
- d. The Advisor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e. The County shall be responsible for making all policy decisions regarding the Scope of Services. The Advisor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County.
- f. Nothing in this Contract shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- g. In those situations where this Contract imposes an indemnity obligation on the Advisor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Advisor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Advisor.
- h. The Advisor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

3. Contract Term

The Contract shall become effective on the date on the first page and shall continue for three years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Advisor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Advisor, upon approval by the Board of County Commissioners.

4. Notice Requirements

All notices required under this Contract shall be in writing and deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hardcopy; and in any case addressed as follows. Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

To Miami-Dade County:

Project Manager:

Miami-Dade County, Department of Transportation and Public Works

701 NW 1st Court, Suite 1700
Miami, FL 33136
Attention: Robert Villar
Phone: (786) 469-5168
E-mail: Robert.Villar@miamidade.gov

With a copy to Contract Manager:

Miami-Dade County, Internal Services Department
111 NW 1st Street, Suite 2100
Miami, FL 33128
Attention: Rita Silva
Phone: (305) 375-1081
E-mail: Rita.Silva@miamidade.gov

To the Advisor:

IMG Rebel Advisory, Inc.
1015 15th Street, NW, Suite 600
Washington, DC 20005
Attention: Sasha Page
Phone: (301) 675-3102
E-mail: Sasha.Page@imgrebel.com

5. Performance and Payment

The Advisor shall perform the Services and shall be compensated in accordance with this Work Order, as further specified in the Scope of Services (Appendix B) and the Price Schedule (Appendix C).

6. Authority of the County's Project Manager

- a. The Advisor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Advisor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b. The Advisor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Advisor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c. The Advisor must, in the final instance, seek to resolve every difference concerning the Contract with the Project Manager. In the event that the Advisor and the Project Manager are unable to resolve their difference, the Advisor may initiate a dispute in accordance with the procedures set forth in this Section 6. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d. In the event of such dispute, the parties to this Contract authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Work Order, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Contract (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 calendar days of the occurrence,

event or act out of which the dispute arises.

- e. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Advisor's performance or any Deliverable meets the requirements of this Contract and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Contract. All such disputes shall be submitted in writing by the Advisor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section 6, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Advisor. Except as such remedies may be limited or waived elsewhere in the Contract, Advisor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section 6.

7. Conflict of Interest

The Advisor represents that:

- a. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Contract.
- b. There are no undisclosed persons or entities interested with the Advisor in this Contract. This Contract is entered into by the Advisor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - (i) is interested on behalf of or through the Advisor directly or indirectly in any manner whatsoever in the execution or the performance of this Contract, or in the services, supplies or work, to which this Contract relates or in any portion of the revenues; or
 - (ii) is an employee, agent, advisor, or consultant to the Advisor or to the best of the Advisor's knowledge any subcontractor or supplier to the Advisor.

Neither the Advisor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Advisor shall have an interest which is in conflict with the Advisor's faithful performance of its obligation under this Contract; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Advisor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship. In the event Advisor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Advisor shall promptly bring such information to the attention of the County's Project Manager.

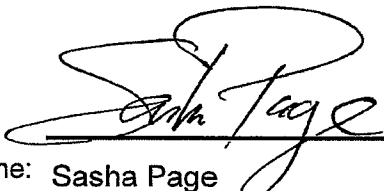
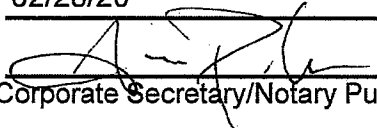
8. Severability

If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the contract date herein above set forth.

Advisor

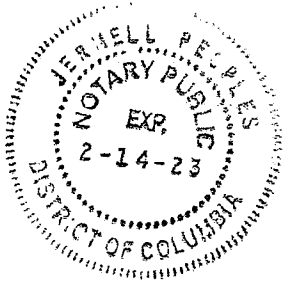
Miami-Dade County

By: 
 Name: Sasha Page
 Title: Principal
 Date: 02/28/20
 Attest: 
 Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Assistant County Attorney

**Appendix A
TERMS AND CONDITIONS**

This Appendix A provides the County's minimum terms and conditions under the P3 and Infrastructure Advisory Pool (the "Pool") and has been supplemented with terms and conditions specific to the Work Order.

1.	Scope	The Advisor shall provide the Services in this Work Order, as further defined in the Scope of Services (Appendix B), based on the task assignments by the County on an as needed basis, in support of the County's procurement of Public-Private Partnerships.
2.	Payment for Services	The County shall compensate the Advisor for all Services performed under this Work Order, including all costs associated with such Services, as set forth in the Price Schedule (Appendix C).
3.	Pricing	Hourly rates shall remain firm and fixed for the term of the Work Order, including any option or extension periods; however Advisor may offer incentive discounts to the County at any time during the Work Order term, including any extension thereof.
4.	Billing for Payment	The Advisor may bill the County periodically, but not more than once per month for Services rendered. All invoices shall be based on actual hours worked and the hourly rate, unless a fixed fee for a task is negotiated and specified in the assignment by the County. The Advisor shall submit to the County a periodic progress report together with any invoice submitted for payment summarizing the activities accomplished, services performed, any problems encountered, proposed solutions, and details of the Advisor's staff hours utilized during the month as well as the cumulative amount of the Project.
5.	Invoices and Payment	<p>All invoices shall be taken from the books of account kept by the Advisor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Advisor. It is the policy of Miami-Dade County that payment for all purchases by the County shall be made in a timely manner and that interest payments be made on late payments.</p> <p>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 shall be forty-five (45) days from receipt of a proper invoice. Billings from Advisor under contracts with the County 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 on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County 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, 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.</p>
6.	Invoice Submittal	<p>Invoices and associated back-up documentation shall be submitted in duplicate by the Advisor to the County as follows. The County may at any time designate a different address and/or contact person by giving written notice to the other party.</p> <p>Miami-Dade County Department of Transportation and Public Works 701 NW 1st Court, 13th Floor Miami, FL 33136 Attention: Finance Division</p>
7.	Indemnification	The Advisor shall indemnify the County and its officers and employees from any and all liabilities, losses, damages or costs, including attorneys' fees and cost of defense, which the County or its officers or employees may incur 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 negligence, recklessness or intentional wrongful misconduct of the Advisor or its employees, agents, servants, partners, principals or subcontractors. The Advisor 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, and attorney's fees which may issue thereon. The Advisor expressly

**Appendix A
TERMS AND CONDITIONS**

		<p>understands and agrees that any insurance protection required by this Work Order or otherwise provided by the Advisor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers or employees as herein provided.</p>
<p>8.</p>	<p>Patent and Copyright Indemnification</p>	<p>The Advisor 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.</p> <p>The Advisor 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, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Advisor 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.</p> <p>In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Advisor 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 the Advisor's expense, the rights provided under this Work Order to use the item(s).</p> <p>The Advisor 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. The Advisor shall enter into agreements with all suppliers and subcontractors at the Advisor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Services or be unlawful.</p>
<p>9.</p>	<p>Insurance</p>	<p>The Advisor shall furnish to the County's Internal Services Department Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:</p> <ul style="list-style-type: none"> a) Worker's Compensation Insurance for all employees of the Advisor as required by Florida Statute 440. b) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. 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, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim. <p>The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Advisor. 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:</p> <p style="padding-left: 40px;">The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.</p>

**Appendix A
TERMS AND CONDITIONS**

		<p>NOTE: CERTIFICATE HOLDER MUST READ: Miami-Dade County 111 NW 1st Street Suite 2340 Miami, FL 33128</p> <p>The Advisor shall ensure that the duty of the insurer to pay under any of the above-cited policies is not limited in any way by the indemnification provision of this Work Order.</p>
10.	Audits	<p>The Advisor shall provide the County, or its duly authorized representatives and governmental agencies, until the expiration of three (3) years after the expiration of the Pool and this Work Order, with access to and the right to examine and reproduce any of the Advisor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Work Order.</p> <p>Pursuant to Section 2-481 of the Code of Miami-Dade County, the Advisor shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Advisor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.</p>
11.	Advisor Performance	<p>The Advisor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Work Order. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Advisor in all aspects of the Services. The Advisor is, and shall be, in the performance of all Services and activities under this Work Order, an independent contractor, and not an employee, agent or servant of the County.</p> <p>When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Advisor's ability to perform the Services or any portion thereof, the County may request that the Advisor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Advisor's ability to perform in accordance with the terms of this Work Order. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Advisor for portions of the Services which the Advisor has not performed. In the event that the Advisor fails to provide to the County the requested assurances within the prescribed timeframe, the County may (i) treat such failure as a repudiation of this Work Order; and (ii) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.</p>
12.	Advisor Personnel	<p>All persons engaged in any of the Services performed pursuant to this Work Order shall at all times, and in all places, be subject to the Advisor's sole direction, supervision and control. The Advisor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. All employees of the Advisor shall be considered to be, at all times, employees of the Advisor under its sole direction and not employees or agents of the County. At the request of the County, the Advisor shall promptly remove from the project any Advisor's employee, subcontractor, or any other person performing Services hereunder. The Advisor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Advisor. The Advisor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and</p>

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		replacement of any Advisor's personnel performing services hereunder at the behest of the County.
13.	Substitution of Personnel	All proposed substitutions of personnel to perform Services on this Work Order must be requested in advance in writing and are subject to County approval.
14.	Subcontractors	<p>If the Advisor will cause any part of this Work Order to be performed by a subcontractor, the provisions of this Work Order will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Advisor; and the Advisor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Advisor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Advisor.</p> <p>The Advisor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County will have the right to require the Advisor not to award any subcontract to a person, firm or corporation disapproved by the County. Before entering into any subcontract hereunder, the Advisor will inform the subcontractor fully and completely of all provisions and requirements of this Work Order relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Work Order.</p> <p>The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Advisor's obligations under this Work Order. All subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Advisor shall furnish to the County copies of all subcontracts between Advisor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Advisor in breach of this Work Order, permitting the County to request completion by the subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.</p>
15.	Assignment	The Advisor shall not assign, transfer, convey or otherwise dispose of its Pool membership or this Work Order, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
16.	Pool Termination	The County may at any time, in its sole discretion, with or without cause, terminate Pool membership upon 3 day's written notice.
17.	Vendor Registration	The Advisor shall be a registered vendor with the County for the duration of the Pool and this Work Order.
18.	Conflict of Interest	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

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		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.
19.	Inspector General Reviews	<p>Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Advisor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Work Order for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Advisor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Advisor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Advisor in connection with this Work Order. The terms of this section shall not impose any liability on the County by the Advisor or any third party.</p> <p>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 Work Order. 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 Advisor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.</p> <p>Upon written notice to the Advisor from the Inspector General or IPSIG retained by the Inspector General, the Advisor 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 Advisor'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.</p>
20.	Inspector General Fee	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 Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Advisor. The County shall deduct one quarter (1/4) of one (1) percent from each invoice paid to the Advisor to cover the costs of audits performed by the Office of the Inspector General in accordance with Section 2-1076 of the County Code, unless the Work Order is exempted from the fee per the applicable legislation.
21.	Local, State, and Federal Compliance	Advisor shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Work Order, including, but not

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		<p>limited to:</p> <ul style="list-style-type: none"> a. Equal Employment Opportunity clause, provided under 41 C.F.R. part 60-1.2, in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. part 60 b. Miami-Dade County SBE Participation Provisions, as applicable. c. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. d. The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). e. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). f. Section 2-11.1 of the Code, "Conflict of Interest and Code of Ethics Ordinance." g. Section 10-38 of the Code, "Debarment of Contractors from County Work." h. Section 11A-60 - 11A-67 of the Code, "Domestic Leave." i. Section 21-255 of the Code, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against the County. j. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)). k. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited." l. Chapter 11A of the Code (§ 11A-1 et. seq.) "Discrimination." m. Chapter 22 of the Code (§ 22-1 et seq.) "Wage Theft." n. Chapter 8A, Article XIX, of the Code (§ 8A-400 et seq.) "Business Regulations."
22.	Non-discrimination	<p>During performance under this Work Order, Advisor 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.</p>
23.	Governing Law and Venue	<p>The Pool, and this Work Order issued under the Pool, shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.</p>
24.	County User Access Program (UAP)	<p>In accordance with Section 2-8.10 of the Miami-Dade County Code, all sales resulting from this Work Order and the terms and conditions herein are subject to the two percent (2%) UAP, unless otherwise exempted per the legislation. The Advisor providing goods or services under this Work Order shall invoice the Work Order price and shall accept as payment thereof the Work Order price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Advisor participation in this invoice reduction portion of the UAP is mandatory.</p>
25.	Public Records	<p>The Advisor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the 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 the Advisor upon termination of a contract 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 Work Order and shall be enforced in accordance with the terms and conditions of the Work Order.</p>

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		<p>IF THE ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305)375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.</p>
26.	Confidentiality	<p>All work and other materials, including financial information, documentation, and designs obtained from the County in connection with the Services performed under this Work Order, shall be treated as confidential information and may not, without the prior written consent of the County, be used by the Advisor for any purpose other than for the benefit of the County, unless required by law or relevant regulatory requirements.</p>
27.	Proprietary Information	<p>The Advisor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.</p> <p>During the term of the Work Order, the Advisor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Advisors' employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.</p> <p>The Advisor will report to the County any information discovered or which is disclosed to the Advisor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Advisor's authority to prevent improper use, disclosure or removal.</p>
28.	Proprietary Rights	<p>The Advisor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Advisor hereunder or furnished by the Advisor to the County and/or created by the Advisor for delivery to the County, even if unfinished or in process, as a result of the Services the Advisor performs in connection with this Work Order, including all copyright and other proprietary rights therein, which the Advisor as well as its employees, agents, subcontractors and suppliers may use only in connection with the Services. The Advisor shall not, without the prior written consent of the County, use such documentation on any other project in which the Advisor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Advisor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Work Order shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.</p>
29.	Developed Works	<p>All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Advisor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County. Accordingly, neither the Advisor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Advisor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Advisor's performance hereunder.</p>

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		<p>Except as otherwise provided elsewhere herein, the Advisor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Advisor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.</p>
<p>30.</p>	<p>Confidential Information</p>	<p>All Developed Works and other materials, data, transactions of all forms, financial information, documentation, and methods obtained from the County in connection with the Services performed under this Work Order, made or developed by the Advisor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute "Confidential Information" and may not, without the prior written consent of the County, be used by the Advisor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Advisor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. The Advisor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.</p> <p>The Advisor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. The Advisor shall cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.</p> <p>It is understood and agreed that in the event of a breach of this section damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Advisor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Advisor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Advisor shall accompany such materials.</p>
<p>31.</p>	<p>Work Order Termination</p>	<p>The County, at its sole discretion, reserves the right to terminate this Work Order in part or in whole, without cause upon written notice to the Advisor. Should the County terminate this Work Order due to an individual or corporation or other entity attempting to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement, the County</p>

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		may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Advisor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
32.	Notice of Termination	<p>Upon receipt of a notice of termination from the County, the Advisor shall not incur any additional costs under this Work Order. The County shall be liable only for reasonable costs incurred by the Advisor prior to notice of termination. The County shall be the sole judge of "reasonable costs." In the event that the County exercises its right to terminate this Work Order, the Advisor shall, upon receipt of such notice, unless otherwise directed by the County:</p> <ol style="list-style-type: none"> a. stop work on the date specified in the notice ("the Effective Termination Date"); b. take such action as may be necessary for the protection and preservation of the County's materials and property; c. cancel orders; d. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Work Order and has been specifically developed for the sole purpose of this Work Order and not incorporated in the Services; and e. take no action which will increase the amount payable by the County under this Work Order.
33.	Event of Default	<p>An Event of Default shall mean a breach of this Work Order by the Advisor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:</p> <ol style="list-style-type: none"> a. the Advisor has not delivered Deliverables on a timely basis; b. the Advisor has refused or failed to supply enough properly skilled staff personnel; c. the Advisor has failed to make prompt payment to subcontractors or suppliers for any Services; d. the Advisor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Advisor's creditors, or the Advisor has taken advantage of any insolvency statute or debtor/creditor law or if the Advisor's affairs have been put in the hands of a receiver; e. the Advisor has failed to obtain the approval of the County where required by this Work Order; f. the Advisor has failed to provide "adequate assurances" as required under Section 11 above; <p style="text-align: center;">or</p> <ol style="list-style-type: none"> g. the Advisor has failed in the representation of any warranties stated herein. <p>If an Event of Default occurs in the determination of the County, the County may so notify the Advisor ("Default Notice"), specifying the basis for such default, and advising the Advisor that such default must be cured immediately or this Work Order with the County, and Pool membership, may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Advisor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Advisor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes.</p>
34.	Remedies in the Event of Default	<p>If an Event of Default occurs, the Advisor shall be liable for all damages resulting from the default, including but not limited to: (i) lost revenues; (ii) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and (iii) such other direct damages. The Advisor shall also remain liable for any liabilities and claims related to the Advisor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.</p>

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35.	Compensation in the Event of Termination	In the event that the County exercises its right to terminate this Work Order, the Advisor will be compensated as stated herein for the (i) portion of the Services completed in accordance with the Work Order up to the Effective Termination Date; and (ii) non-cancelable Deliverables that are not capable of use except in the performance of this Work Order and has been specifically developed for the sole purpose of this Work Order, but not incorporated in the Services.
36.	Termination for Default	In the event of termination for default, the County (i) may procure the required services from any source and use any method deemed in its best interest and all re-procurement cost shall be borne by the Advisor, and (ii) may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.
37.	Press Release or Other Public Communication	Under no circumstances shall the Advisor without the express written consent of the County (i) issue any press release, advertisement or literature which refers to the County, or the Services being performed hereunder, unless the Advisor first obtains the written approval of the County or (ii) 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. The Advisor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Advisor or such parties has been approved or endorsed by the County.
38.	Assumptions	The Advisor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Advisor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Advisor. The Advisor accepts all risk associated with using this information.
39.	Money Owed by Advisor to County	In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Advisor to the County, whether under this Work Order or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Advisor under this Work Order. Such retained amount shall be applied to the amount owed by the Advisor to the County. The Advisor 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 the Advisor for the applicable payment due herein.
40.	First Source Hiring Referral Program	Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Advisor, 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 Advisor is free to fill its vacancies from other sources. Advisor 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 Advisor 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.careersourcesfl.com/firstsource/ .

Appendix B SCOPE OF SERVICES

1. Introduction

The County is engaging an Advisor from the Public Private Partnership (P3) and Infrastructure Advisory Services Pool to supplement the expertise of the County's in-house resources and to facilitate the successful delivery of a time-sensitive public infrastructure project. The Services under this Work Order will be authorized on an as needed basis and in phases as the project progresses. To ensure continuity and consistency should a project require ongoing advisory services, the County reserves the right to supplement this Work Order with additional tasks.

2. Project Background - Rapid Mass Transit Solution for Beach Corridor Trunk Line

The County received an unsolicited proposal on May 2, 2019 to design, build, finance, operate, and maintain a system between mainland Miami and Miami Beach along the MacArthur Causeway. The County evaluated the unsolicited proposal in accordance with Section 2-8.2.6 of the County Code and determined that the proposal was financially viable and offered a transportation solution that is consistent with the Strategic Miami Area Rapid Transit (SMART) Plan. On September 4, 2019, the Board of County Commissioners (Board) approved the advertisement of Request for Proposals (RFP) No. 01353 to design, build, finance, operate and maintain a rapid transit system along the Beach Corridor Trunk Line connecting the Downtown Miami/Overtown area to the South Beach area and the RFP was issued.

3. Illustrative Tasks

Examples of the Services to be performed under this Work Order include, but are not limited to, the following tasks:

(A) Project Planning

- Assist County staff in establishing project objectives and determining project feasibility along with identifying benchmark criteria to measure the success of a project.
- Assist in screening the project, including financial analysis and evaluation of traditional and alternative delivery methods.
- Perform value for money analysis and other financial and commercial analysis to assist in the determination of the appropriate delivery method and/or commercial structure.
- Assist in performing market research and identifying industry precedent.
- Provide strategic advice regarding market conditions and trends, financial products, third-party alternative financing and special facility financing, and advise the County of market developments and financing techniques.

(B) Solicitation

- Assist in the development of procurement strategies based on P3 industry standards and precedent projects.
- Assist in preparing P3 solicitation documents, including providing financial and commercial feedback on draft documents.
- Collaborate with County internal project management staff and consultants, including legal, technical and financial contacts.
- Provide support to County staff including attendance at pre-submittal conferences, stakeholder meetings, briefings, and Board meetings.
- Review and comment on replies to potential proposer questions and requests for clarifications.
- Assist in issuing addenda, including review of proposed documents and drafting of language.
- Participate in County one-on-one meetings with potential proposers regarding solicitation documents and Alternative Technical Concepts.

(C) Evaluation

- Assist County staff during the evaluation stage, including review of proposals received and analyzing qualifications.
- Assist in review of questions for oral presentations/discussions with proposers prepared by County staff.
- Provide analysis of proposals such as total project life-cycle costs, project risk assessment, utility and energy conservation, operations and maintenance, normalization of pricing received, and related benchmark information.
- Provide cost effectiveness and feasibility studies to evaluate project delivery alternatives.
- Assist with developing or reviewing finance plans or financial models.
- Provide support to County staff, and present reports, at selection committee meetings.
- Assist with developing or reviewing finance plans or financial models.
- Provide advice on finance-related issues.

Appendix B
SCOPE OF SERVICES

(D) Negotiation of Interim and Comprehensive Agreements

- Assist County staff during negotiations.
- Suggest negotiation strategies.
- Provide suggested agreement language.
- Provide financial advice regarding market conditions and trends, financial products, third-party alternative financing and special facility financing, and advise County of market developments and financing techniques.

(E) Award of Interim and Comprehensive Agreements

- Assist County staff in bringing project to financial and commercial close.
- Assist County staff in preparation of briefing materials for key stakeholders and presentations with findings to the County Mayor, senior staff and Board.

(F) Additional Services

- Provide additional financial and P3-related advisory services, if needed.
- Attend project associated meetings.
- Provide expertise with public and private funding and financing partners and instruments.
- Provide additional financial services post contract award as may be desired by the County.

4. Deliverables

The Advisor shall provide monthly progress reports to the County's Project Manager. The monthly reports shall summarize activities accomplished, services performed, any problems encountered, proposed solutions and details of Advisor's staff hours utilized during the month as well as the cumulative amount billed for the Services. Each authorization of Services under the Work Order will identify deliverables to be completed by the Advisor and accepted by the County. The County intends to tie payment of invoices to the satisfactory completion of deliverables.

**Appendix C
PRICE SCHEDULE**

1. Introduction

The Advisor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Advisor deemed necessary in order to determine the rates the Advisor will charge to provide the Services. The compensation for all Services performed under this Work Order, including all costs associated with Services, shall be in the total not to exceed amount specified in a task assignment issued in writing by the County. The County shall have no obligation to pay the Contractor any additional sum in excess of such amount, except for a modification to the task assignment which is issued in writing by the County via an amendment to the task assignment. All Services undertaken by the Advisor before the County's approval of this Work Order and issuance by the County of the applicable task assignment shall be at the Advisor's risk and expense.

2. Task Assignment and Amount

When Services are needed under this Work Order, the County will issue the assigned task(s) in writing to the Advisor. In order to determine the specific task and amount, the County may require the Advisor to prepare an initial scope of work for the task, including deliverables, and a not-to-exceed amount to perform the task. The Advisor will also identify in each initial scope of work for a task the employees and subcontractor that will work on the task. The not-to-exceed amount for any task shall be based on hourly rates (which shall not exceed the rates in this Work Order) and the hours estimated to complete the task. Following review of the proposed scope of work submitted by the Advisor to the County, and any negotiations to finalize the task, the County may issue a task assignment to the Advisor. Should the County assign the task to the Advisor, the County shall not pay the Advisor any additional sum in excess of the not-to-exceed amount to complete the task. Generally, a not-to-exceed amount will be required per task, but the County may also allow an alternative pricing structure that benefits the County such as a fixed fee.

3. Rates

The rates below shall be used to calculate the not-to-exceed amount per task and any other hourly work authorized by the County.

Principal/Executive Manager, Project Manager and Team Members

Principal/Executive Manager			
Positions listed in this category will be overseeing the engagement and providing executive leadership to the project team.			
Name	Title	Company Name	Hourly Rate
Sasha Page	Lead Advisor & Primary Contact	IMG Rebel	\$425
Jim Ziglar	Lead Advisor	IMG Rebel	\$425
David Pennington	Senior Financial Advisor	IMG Rebel	\$425
Marcel Ham	Senior P3 Advisor	IMG Rebel	\$425
Project Manager and Team Members			
Positions listed in this category will be handling the technical day-to-day tasks required by the County and are expected to have the highest number of billable hours. Examples of titles in this category are Director/Senior Manager; Associate/Senior Consultant; and Analyst/Consultant.			
Name	Title	Company Name	Hourly Rate
Wim Verdouw	Project Manager	IMG Rebel	\$370
Isabel Gonzalez-Jettinghoff	Senior Policy Advisor	Planning and Economics Group	\$370
Arjun Pant	Financial Analysis & Modeling Specialist	IMG Rebel	\$305
Elisa Donadi	Financial Analysis & Modeling Specialist	IMG Rebel	\$255

Administrative

Positions listed in this category perform administrative duties for the project team. It is expected that administrative support staff, and not staff listed above, will be used by Advisor to complete administrative duties such as making copies, mailing documents, coordinating travel, etc.

Title	Company Name	Hourly Rate
Mia D'Albora	IMG Rebel	\$85

**Appendix C
PRICE SCHEDULE**

4. Travel

Hourly rates are fully burdened, including wages, overhead, profit, travel and per diem related charges, and any other costs related to labor and the provision services. However, the County may elect to establish an alternate payment arrangement in this Work Order, which may include negotiated hourly rates with or without travel and related expenses. The County shall not be liable for any travel or per diem expenses that have not been approved in advance, in writing, by the County. The Advisor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees.

P3 and Infrastructure Advisory Services for the North Corridor
Work Order No. 01244-1B

THIS CONTRACT made and entered into as of this _____ day of _____, 2020 by and between Ernst & Young LLP, a limited liability partnership organized and existing under the laws of the State of New York, having its principal office at 5 Times Square, New York, NY (hereinafter referred to as the "Advisor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County established the Public Private Partnership (P3) and Infrastructure Advisory Services Pool, through Request for Qualifications (RFQ) No. 01244, for use by County departments to engage qualified P3 and infrastructure advisors to supplement the expertise of the County's in-house resources and ensure the successful delivery of projects, to include projects solicited via P3 or alternative delivery methods; and

WHEREAS, the Advisor is a member of the P3 and Infrastructure Advisory Services Pool and has offered to provide advisory services, on a non-exclusive basis, that shall conform to Miami-Dade County's Work Order Proposal Request (WOPR) No. 01244-1 and all associated addenda and attachments, incorporated herein by reference, and the requirements of this Work Order and all associated amendments and attachments to include the Terms and Conditions (Appendix A), Scope of Services (Appendix B), and Price Schedule (Appendix C) herein; and

WHEREAS, the Advisor submitted a written proposal dated November 21, 2019, hereinafter referred to as the "Advisor's Proposal", incorporated herein by reference as Appendix D; and

WHEREAS, the County desires to procure from the Advisor such P3 and infrastructure advisory services for the County, in accordance with the provisions of this Work Order,

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

1. Definitions

The following words and expressions used in this Contract shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a. The words "Contract" or "Work Order" to mean the following, and if there is a conflict between or among the provisions of this Work Order, the order of precedence is as follows, 1) these provisions and all amendments issued hereto; 2) Terms and Conditions (Appendix A); 3) Scope of Services (Appendix B) and Price Schedule (Appendix C); 4) Advisor's Proposal (Appendix D) as amended through negotiations; and 5) WOPR No. 01244-1 and all associated addenda.
- b. The word "Deliverables" to mean all documentation and any items of any nature submitted by the Advisor to the County's Project Manager for review and approval pursuant to the terms of this Contract.
- c. The words "Project Manager" to mean the Department of Transportation and Public Works Director or the duly authorized representative designated to manage the Services.
- d. The word "subcontractor" to mean any person, entity, firm or corporation, other than the employees of the Advisor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Advisor and whether or not in privity of contract with the Advisor.
- e. The words "Services" to mean all matters and things required to be done by the Advisor in

accordance with the provisions of this Contract.

2. Nature of the Agreement

- a. This Contract, including attachments and appendices to the Contract, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b. This Contract may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- c. The Advisor shall provide the services set forth in the Scope of Services (Appendix B) and as further specified in a task assignment issued by the County, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder. The Advisor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Contract. All things not expressly mentioned in this Contract but necessary to carrying out its intent are required by this Contract, and the Advisor shall perform the same as though they were specifically mentioned, described and delineated.
- d. The Advisor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e. The County shall be responsible for making all policy decisions regarding the Scope of Services. The Advisor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County.
- f. Nothing in this Contract shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- g. In those situations where this Contract imposes an indemnity obligation on the Advisor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Advisor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Advisor.
- h. The Advisor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

3. Contract Term

The Contract shall become effective on the date on the first page and shall continue for three years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of two years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Advisor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Advisor, upon approval by the Board of County Commissioners.

4. Notice Requirements

All notices required under this Contract shall be in writing and deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hardcopy; and in any case addressed as follows. Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

To Miami-Dade County:**Project Manager:**

Miami-Dade County, Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, FL 33136
Attention: Robert Villar
Phone: (786) 469-5168
E-mail: Robert.Villar@miamidade.gov

With a copy to Contract Manager:

Miami-Dade County, Internal Services Department
111 N.W. 1st Street, Suite 2100
Miami, FL 33128
Attention: Rita Silva
Phone: (305) 375-1081
E-mail: Rita.Silva@miamidade.gov

To the Advisor:

Ernst & Young LLP
One Commerce Square
2005 Market Street, Suite 700
Philadelphia, PA 19103
Attention: Michael Parker
Phone: (215) 501-7761
E-mail: Mike.Parker@ey.com

5. Performance and Payment

The Advisor shall perform the Services in accordance with this Work Order, as further specified in the Scope of Services (Appendix B) and Advisor's Proposal (Appendix D), and shall be compensated in accordance with this Work Order, as further specified in the Price Schedule (Appendix C).

6. Authority of the County's Project Manager

- a. The Advisor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Advisor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b. The Advisor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Advisor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c. The Advisor must, in the final instance, seek to resolve every difference concerning the Contract with the Project Manager. In the event that the Advisor and the Project Manager are unable to resolve their difference, the Advisor may initiate a dispute in accordance with the procedures set forth in this Section 6. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d. In the event of such dispute, the parties to this Contract authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Work Order, acting personally, to decide all questions arising out of, under, or in connection with, or in any

way related to or on account of the Contract (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 calendar days of the occurrence, event or act out of which the dispute arises or longer period if mutually agreed upon in writing by the County and Advisor.

- e. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Advisor's performance or any Deliverable meets the requirements of this Contract and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Contract. All such disputes shall be submitted in writing by the Advisor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section 6, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Advisor. Except as such remedies may be limited or waived elsewhere in the Contract, Advisor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section 6.

7. Conflict of Interest

The Advisor represents that:

- a. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Contract.
- b. There are no undisclosed persons or entities interested with the Advisor in this Contract. This Contract is entered into by the Advisor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - (i) is interested on behalf of or through the Advisor directly or indirectly in any manner whatsoever in the execution or the performance of this Contract, or in the services, supplies or work, to which this Contract relates or in any portion of the revenues; or
 - (ii) is an employee, agent, advisor, or consultant to the Advisor or to the best of the Advisor's knowledge any subcontractor or supplier to the Advisor.

Neither the Advisor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Advisor shall have an interest which is in conflict with the Advisor's faithful performance of its obligation under this Contract; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Advisor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship. In the event Advisor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Advisor shall promptly bring such information to the attention of the County's Project Manager.

8. Severability

If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the contract date herein above set forth.

Advisor

Miami-Dade County

By:



By:

Name:

KEN THOMAS

Name:

Carlos A. Gimenez

Title:

PRINCIPAL, FLORIDA GPS LEADER

Title:

Mayor

Date:

4/1/2020

Date:

Attest:

Attest:

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

**Appendix A
TERMS AND CONDITIONS**

This Appendix A provides the County's minimum terms and conditions under the P3 and Infrastructure Advisory Pool (the "Pool") and has been supplemented with terms and conditions specific to the Work Order.

1.	Scope	The Advisor shall provide the Services in this Work Order, as further defined in the Scope of Services (Appendix B) and the Advisor's Proposal (Appendix D), based on the task assignments by the County on an as needed basis, in support of the County's procurement of Public-Private Partnerships.
2.	Payment for Services	The County shall compensate the Advisor for all Services performed under this Work Order, including all costs associated with such Services, as set forth in the Price Schedule (Appendix C).
3.	Pricing	Hourly rates as specified in the Price Schedule (Appendix C) shall remain firm and fixed for the term of the Work Order, including any option or extension periods, except for the annual escalation provided for in the Price Schedule; however Advisor may offer incentive discounts to the County at any time during the Work Order term, including any extension thereof.
4.	Billing for Payment	The Advisor may bill the County periodically, but not more than once per month for Services rendered. All invoices shall be based on actual hours worked and the hourly rate, unless a fixed fee for a task is negotiated and specified in the assignment by the County. The Advisor shall submit to the County a periodic progress report together with any invoice submitted for payment summarizing the activities accomplished, services performed, any problems encountered, proposed solutions, and details of the Advisor's staff hours utilized during the month as well as the cumulative amount of the Project.
5.	Invoices and Payment	<p>All invoices shall be taken from the books of account kept by the Advisor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Advisor. It is the policy of Miami-Dade County that payment for all purchases by the County shall be made in a timely manner and that interest payments be made on late payments.</p> <p>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 shall be forty-five (45) days from receipt of a proper invoice. Billings from Advisor under contracts with the County 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 on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County 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, 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.</p>
6.	Invoice Submittal	<p>Invoices and associated back-up documentation shall be submitted in duplicate by the Advisor to the County as follows. The County may at any time designate a different address and/or contact person by giving written notice to the other party.</p> <p>Miami-Dade County Department of Transportation and Public Works 701 NW 1st Court, 13th Floor Miami, FL 33136 Attention: Finance Division</p>
7.	Indemnification	The Advisor shall indemnify the County and its officers and employees from any and all liabilities, losses, damages or costs, including attorneys' fees and cost of defense, which the County or its officers or employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused by negligence, recklessness or intentional wrongful misconduct of the Advisor or its employees, agents, servants, partners, principals or subcontractors in performance of the Services. The Advisor 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

**Appendix A
TERMS AND CONDITIONS**

		<p>pay all costs, judgments, and attorney's fees which may issue thereon. The Advisor expressly understands and agrees that any insurance protection required by this Work Order or otherwise provided by the Advisor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers or employees as herein provided.</p>
<p>8.</p>	<p>Patent and Copyright Indemnification</p>	<p>The Advisor 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.</p> <p>The Advisor 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, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Advisor 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. Notwithstanding the foregoing, Advisor shall not have indemnification obligations under this Section 8 to the extent the infringement arises out of or results from:</p> <ul style="list-style-type: none"> a. data, materials or other content provided by, from, through the County; b. County's use of the Deliverables other than as contemplated in this Work Order, with the understanding that such contemplated use of Deliverables includes the release of Deliverables as required by the Public Records Laws of the State of Florida; c. the County's modification, combination or alteration to, or of, the Deliverables without Advisor's express consent; d. Advisor's compliance with County's designs, specifications, requests or instructions in the creation of the Deliverables; or e. the distribution to or use of Deliverables by a third party outside of the County, except as may be specifically contemplated by the Work Order. <p>In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Advisor 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 the Advisor's expense, the rights provided under this Work Order to use the item(s).</p> <p>The Advisor 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. The Advisor shall enter into agreements with all suppliers and subcontractors at the Advisor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Services or be unlawful.</p>
<p>9.</p>	<p>Insurance</p>	<p>The Advisor shall furnish to the County's Internal Services Department Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:</p> <ul style="list-style-type: none"> a) Worker's Compensation Insurance for all employees of the Advisor as required by Florida Statute 440. b) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage. The additional insured status may be satisfied by a blanket additional insured endorsement. c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

**Appendix A
TERMS AND CONDITIONS**

		<p>d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.</p> <p>The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Advisor. 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:</p> <p style="padding-left: 40px;">The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.</p> <p>NOTE: CERTIFICATE HOLDER MUST READ: Miami-Dade County 111 NW 1st Street Suite 2340 Miami, FL 33128</p> <p>The Advisor shall ensure that the duty of the insurer to pay under any of the above-cited policies is not limited in any way by the indemnification provision of this Work Order.</p>
<p>10.</p>	<p>Audits</p>	<p>The Advisor shall provide the County, or its duly authorized representatives and governmental agencies, until the expiration of three (3) years after the expiration of the Pool and this Work Order, with access to and the right to examine and reproduce any of the Advisor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Work Order.</p> <p>Pursuant to Section 2-481 of the Code of Miami-Dade County, the Advisor shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Advisor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.</p>
<p>11.</p>	<p>Advisor Performance</p>	<p>The Advisor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Work Order. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Advisor in all aspects of the Services. The Advisor is, and shall be, in the performance of all Services and activities under this Work Order, an independent contractor, and not an employee, agent or servant of the County.</p> <p>When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Advisor's ability to perform the Services or any portion thereof, the County may request that the Advisor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Advisor's ability to perform in accordance with the terms of this Work Order. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Advisor for portions of the Services which the Advisor has not performed. In the event that the Advisor fails to provide to the County the requested assurances within the prescribed timeframe, the County may (i) treat such failure as a repudiation of this Work Order; and (ii) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.</p>

**Appendix A
TERMS AND CONDITIONS**

12.	Advisor Personnel	All persons engaged in any of the Services performed pursuant to this Work Order shall at all times, and in all places, be subject to the Advisor's sole direction, supervision and control. The Advisor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. All employees of the Advisor shall be considered to be, at all times, employees of the Advisor under its sole direction and not employees or agents of the County. At the request of the County, the Advisor shall promptly remove from the project any Advisor's employee, subcontractor, or any other person performing Services hereunder. The Advisor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Advisor. The Advisor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Advisor's personnel performing Services hereunder at the behest of the County.
13.	Substitution of Personnel	All proposed substitutions of personnel to perform Services on this Work Order must be requested in advance in writing and are subject to County approval.
14.	Subcontractors	<p>If the Advisor will cause any part of this Work Order to be performed by a subcontractor, the provisions of this Work Order will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Advisor; and the Advisor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Advisor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Advisor.</p> <p>The Advisor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County will have the right to require the Advisor not to award any subcontract to a person, firm or corporation disapproved by the County. Before entering into any subcontract hereunder, the Advisor will inform the subcontractor fully and completely of all provisions and requirements of this Work Order relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Work Order. Notwithstanding the foregoing, the County acknowledges that Ernst & Young LLP may perform portions of the Services using the resources of other EY member firms.</p> <p>The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Advisor's obligations under this Work Order. All subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Advisor shall furnish to the County copies of all subcontracts between Advisor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Advisor in breach of this Work Order, permitting the County to request completion by the subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.</p>
15.	Assignment	The Advisor shall not assign, transfer, convey or otherwise dispose of its Pool membership or this Work Order, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.
16.	Pool Termination	The County may at any time, in its sole discretion, with or without cause, terminate Pool membership upon 3 day's written notice.

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17.	Vendor Registration	The Advisor shall be a registered vendor with the County for the duration of the Pool and this Work Order.
18.	Conflict of Interest	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.
19.	Inspector General Reviews	<p>Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Advisor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Work Order for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Advisor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Advisor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Advisor in connection with this Work Order. The terms of this section shall not impose any liability on the County by the Advisor or any third party.</p> <p>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 Work Order. 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 Advisor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.</p> <p>Upon written notice to the Advisor from the Inspector General or IPSIG retained by the Inspector General, the Advisor 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 Advisor'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</p>

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		proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.
20.	Inspector General Fee	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 Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Advisor. The County shall deduct one quarter (1/4) of one (1) percent from each invoice paid to the Advisor to cover the costs of audits performed by the Office of the Inspector General in accordance with Section 2-1076 of the County Code, unless the Work Order is exempted from the fee per the applicable legislation.
21.	Local, State, and Federal Compliance	<p>Advisor shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Work Order, including, but not limited to:</p> <ul style="list-style-type: none"> a. Equal Employment Opportunity clause, provided under 41 C.F.R. part 60-1.2, in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. part 60. b. Miami-Dade County SBE Participation Provisions, as applicable. c. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. d. The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). e. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). f. Section 2-11.1 of the Code, "Conflict of Interest and Code of Ethics Ordinance." g. Section 10-38 of the Code, "Debarment of Contractors from County Work." h. Section 11A-60 - 11A-67 of the Code, "Domestic Leave." i. Section 21-255 of the Code, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against the County. j. The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)). k. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited." l. Chapter 11A of the Code (§ 11A-1 et. seq.) "Discrimination." m. Chapter 22 of the Code (§ 22-1 et seq.) "Wage Theft." n. Chapter 8A, Article XIX, of the Code (§ 8A-400 et seq.) "Business Regulations."
22.	Non-discrimination	During performance under this Work Order, Advisor 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.
23.	Governing Law and Venue	The Pool, and this Work Order issued under the Pool, shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.
24.	County User Access Program (UAP)	In accordance with Section 2-8.10 of the Miami-Dade County Code, all sales resulting from this Work Order and the terms and conditions herein are subject to the two percent (2%) UAP, unless otherwise exempted per the legislation. The Advisor providing goods or services under this Work Order shall invoice the Work Order price and shall accept as payment thereof the Work Order price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Advisor participation in this invoice reduction portion of the UAP is mandatory.
25.	Public Records	The Advisor shall comply with the Public Records Laws of the State of Florida, including by not

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		<p>limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the 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 the Advisor upon termination of a contract 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 Work Order and shall be enforced in accordance with the terms and conditions of the Work Order.</p> <p>IF THE ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305)375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.</p>
26.	Confidentiality	<p>All work and other materials, including financial information, documentation, and designs obtained from the County in connection with the Services performed under this Work Order, shall be treated as confidential information and may not, without the prior written consent of the County, be used by the Advisor for any purpose other than for the benefit of the County, unless required by law or relevant regulatory requirements.</p>
27.	Proprietary Information	<p>The Advisor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.</p> <p>During the term of the Work Order, the Advisor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Advisors' employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.</p> <p>The Advisor will report to the County any information discovered or which is disclosed to the Advisor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Advisor's authority to prevent improper use, disclosure or removal.</p>
28.	Proprietary Rights	<p>The Advisor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Advisor hereunder or furnished by the Advisor to the County and/or created by the Advisor for delivery to the County, even if unfinished or in process, as a result of the Services the Advisor performs in connection with this Work Order, including all copyright and other proprietary rights</p>

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		<p>therein, which the Advisor as well as its employees, agents, subcontractors and suppliers may use only in connection with the Services. The Advisor shall not, without the prior written consent of the County, use such documentation on any other project in which the Advisor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Advisor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Work Order shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.</p>
<p>29.</p>	<p>Developed Works</p>	<p>All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Advisor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County. Accordingly, neither the Advisor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Advisor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Advisor's performance hereunder.</p> <p>Notwithstanding the foregoing, the Advisor shall retain ownership of its intellectual property that it independently developed or which was in existence before Advisor's performance of the Services ("Preexisting IP"). Advisor hereby grants the County a perpetual, non-exclusive, paid-up license to use any Preexisting IP that Advisor may incorporate into Deliverables furnished under the Contract consistent with the purposes of the Deliverables. Advisor understands and agrees that the County must make Deliverables, including those that contain Preexisting IP, available for public inspection and copying in compliance with the Public Records Laws of the State of Florida.</p> <p>Except as otherwise provided elsewhere herein, the Advisor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Advisor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.</p>
<p>30.</p>	<p>Confidential Information</p>	<p>All Developed Works and other materials, data, transactions of all forms, financial information, documentation, and methods obtained from the County in connection with the Services performed under this Work Order, made or developed by the Advisor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute "Confidential Information" and may not, without the prior written consent of the County, be used by the Advisor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law, including circumstances where Advisor may be required to produce Confidential Information in response to a subpoena, court order, regulation or professional standards, provided that Advisor provides County prompt written notice of any such required disclosure. In addition to the foregoing, all County employee information and County financial information shall be considered</p>

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		<p>Confidential Information and shall be subject to all the requirements stated herein. Neither the Advisor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. The Advisor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.</p> <p>The Advisor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. The Advisor shall cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.</p> <p>It is understood and agreed that in the event of a breach of this section damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Advisor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Advisor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Advisor shall accompany such materials.</p>
<p>31.</p>	<p>Work Order Termination</p>	<p>The County, at its sole discretion, reserves the right to terminate this Work Order in part or in whole, without cause upon written notice to the Advisor. Should the County terminate this Work Order due to an individual or corporation or other entity attempting to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement, the County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Advisor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.</p>
<p>32.</p>	<p>Notice of Termination</p>	<p>Upon receipt of a notice of termination from the County, the Advisor shall not incur any additional costs under this Work Order. The County shall be liable only for reasonable costs incurred by the Advisor prior to notice of termination. The County shall be the sole judge of "reasonable costs." In the event that the County exercises its right to terminate this Work Order, the Advisor shall, upon receipt of such notice, unless otherwise directed by the County:</p> <ol style="list-style-type: none"> a. stop work on the date specified in the notice ("the Effective Termination Date"); b. take such action as may be necessary for the protection and preservation of the County's materials and property; c. cancel orders; d. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Work Order and has been specifically developed for the sole purpose of this Work Order and not incorporated in the Services; and e. take no action which will increase the amount payable by the County under this Work Order.
<p>33.</p>	<p>Event of Default</p>	<p>An Event of Default shall mean a breach of this Work Order by the Advisor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:</p> <ol style="list-style-type: none"> a. the Advisor has not delivered Deliverables on a timely basis; b. the Advisor has refused or failed to supply enough properly skilled staff personnel; c. the Advisor has failed to make prompt payment to subcontractors or suppliers for any

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		<p>Services;</p> <p>d. the Advisor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Advisor's creditors, or the Advisor has taken advantage of any insolvency statute or debtor/creditor law or if the Advisor's affairs have been put in the hands of a receiver;</p> <p>e. the Advisor has failed to obtain the approval of the County where required by this Work Order;</p> <p>f. the Advisor has failed to provide "adequate assurances" as required under Section 11 above;</p> <p>or</p> <p>g. the Advisor has failed in the representation of any warranties stated herein.</p> <p>If an Event of Default occurs in the determination of the County, the County may so notify the Advisor ("Default Notice"), specifying the basis for such default, and advising the Advisor that such default must be cured immediately or this Work Order with the County, and Pool membership, may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Advisor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Advisor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes.</p>
34.	Remedies in the Event of Default	<p>If an Event of Default occurs, the Advisor shall be liable for damages resulting from the default, subject to the limitations stated in Section 41, including but not limited to: (i) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and (ii) such other direct damages. The Advisor shall also remain liable for any liabilities and claims related to the Advisor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.</p>
35.	Compensation in the Event of Termination	<p>In the event that the County exercises its right to terminate this Work Order, the Advisor will be compensated as stated herein for the (i) portion of the Services completed in accordance with the Work Order up to the Effective Termination Date; and (ii) non-cancelable Deliverables that are not capable of use except in the performance of this Work Order and has been specifically developed for the sole purpose of this Work Order, but not incorporated in the Services.</p>
36.	Termination for Default	<p>In the event of termination for default, the County (i) may procure the required services from any source and use any method deemed in its best interest and all re-procurement cost shall be borne by the Advisor, and (ii) may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.</p>
37.	Press Release or Other Public Communication	<p>Under no circumstances shall the Advisor without the express written consent of the County (i) issue any press release, advertisement or literature which refers to the County, or the Services being performed hereunder, unless the Advisor first obtains the written approval of the County or (ii) 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. The Advisor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Advisor or such parties has been approved or endorsed by the County.</p>
38.	Assumptions	<p>The Advisor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Advisor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Advisor. The Advisor accepts all risk associated with using this information.</p>
39.	Money Owed by Advisor to County	<p>In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Advisor to the County, whether under this Work Order or for any other purpose, the County reserves the right to retain such amount from payment due by</p>

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		<p>County to the Advisor under this Work Order. Such retained amount shall be applied to the amount owed by the Advisor to the County. The Advisor 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 the Advisor for the applicable payment due herein.</p>
<p>40.</p>	<p>First Source Hiring Referral Program</p>	<p>Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Advisor, 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 Advisor is free to fill its vacancies from other sources. Advisor 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 Advisor 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.careersourcesfl.com/firstsource/.</p>
<p>41.</p>	<p>Limitation of Liability</p>	<p>County may not recover from Advisor, and likewise the Advisor may not recover from the County, in contract or tort, under statute or otherwise, any consequential, indirect, incidental, punitive, or special damages in connection with claims arising out of the Contract or otherwise in relating to Services under this Work Order, including any amount for lost profits, whether or not the likelihood or such loss or damages was contemplated.</p> <p>County may not recover from Advisor, and likewise Advisor may not recover from the County, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees paid to Advisor for the Work Order under which act, omission, event, or other circumstances that principally gave rise to the damages occurred. This limitation will not apply to damages caused by Advisory fraud, willful misconduct, or to the extent prohibited by applicable law or professional regulations.</p> <p>County shall make any claim or bring proceedings relating to Services only against Advisor and not any other EY Firm or against partners, principals, or employees of the Advisor or any other EY Firm ("EY Persons"). Likewise, the Advisor shall make any claim or bring proceedings relating to the Services only against the County and not any County officers or employees. The foregoing provisions are intended to benefit the EY Persons and County officers and employees, who are entitled to enforce them.</p>

Appendix B
SCOPE OF SERVICES

1. Introduction

The County is engaging an Advisor from the Public Private Partnership (P3) and Infrastructure Advisory Services Pool to supplement the expertise of the County's in-house resources and to facilitate the successful delivery of a time-sensitive public infrastructure project. The Services under this Work Order will be authorized on an as needed basis and in phases as the project progresses. To ensure continuity and consistency should a project require ongoing advisory services, the County reserves the right to supplement this Work Order with additional tasks.

2. Project Background - Rapid Mass Transit Solution for North Corridor

On September 4, 2019, the Board of County Commissioners (Board) directed the County Mayor or designee to prepare a Request for Proposals (RFP) within 60 days to design, build, finance, operate and maintain the Locally Preferred Alternative as described in the Strategic Miami Area Rapid Transit (SMART) Plan for a North Corridor rapid mass transit solution. The County is working toward issuance of that solicitation in 2020. The procurement process for the North Corridor is anticipated to be substantially similar to the process in the published solicitation for the Beach Corridor Trunk Line which solicits proposals from qualified proposers to enter into an interim agreement which will later result in the negotiation of a project agreement.

3. Illustrative Tasks

Examples of the Services to be performed under this Work Order include, but are not limited to, the following tasks:

(A) Project Planning

- Assist County staff in establishing project objectives and determining project feasibility along with identifying benchmark criteria to measure the success of a project.
- Assist in screening the project, including financial analysis and evaluation of traditional and alternative delivery methods.
- Perform value for money analysis and other financial and commercial analysis to assist in the determination of the appropriate delivery method and/or commercial structure.
- Assist in performing market research and identifying industry precedent.
- Provide strategic advice regarding market conditions and trends, financial products, third-party alternative financing and special facility financing, and advise the County of market developments and financing techniques.

(B) Solicitation

- Assist in the development of procurement strategies based on P3 industry standards and precedent projects.
- Assist in preparing P3 solicitation documents, including providing financial and commercial feedback on draft documents.
- Collaborate with County internal project management staff and consultants, including legal, technical and financial contacts.
- Provide support to County staff including attendance at pre-submittal conferences, stakeholder meetings, briefings, and Board meetings.
- Review and comment on replies to potential proposer questions and requests for clarifications.
- Assist in issuing addenda, including review of proposed documents and drafting of language.
- Participate in County one-on-one meetings with potential proposers regarding solicitation documents and Alternative Technical Concepts.

(C) Evaluation

- Assist County staff during the evaluation stage, including review of proposals received and analyzing qualifications.
- Assist in review of questions for oral presentations/discussions with proposers prepared by County staff.
- Provide analysis of proposals such as total project life-cycle costs, project risk assessment, utility and energy conservation, operations and maintenance, normalization of pricing received, and related benchmark information.
- Provide cost effectiveness and feasibility studies to evaluate project delivery alternatives.
- Assist with developing or reviewing finance plans or financial models.
- Provide support to County staff, and present reports, at selection committee meetings.
- Assist with developing or reviewing finance plans or financial models.
- Provide advice on finance-related issues.

Appendix B
SCOPE OF SERVICES

(D) Negotiation of Interim and Comprehensive Agreements

- Assist County staff during negotiations.
- Suggest negotiation strategies.
- Provide suggested agreement language.
- Provide financial advice regarding market conditions and trends, financial products, third-party alternative financing and special facility financing, and advise County of market developments and financing techniques.

(E) Award of Interim and Comprehensive Agreements

- Assist County staff in bringing project to financial and commercial close.
- Assist County staff in preparation of briefing materials for key stakeholders and presentations with findings to the County Mayor, senior staff and Board.

(F) Additional Services

- Provide additional financial and P3-related advisory services, if needed.
- Attend project associated meetings.
- Provide expertise with public and private funding and financing partners and instruments.
- Provide additional financial services post contract award as may be desired by the County.

4. Deliverables

The Advisor shall provide monthly progress reports to the County's Project Manager. The monthly reports shall summarize activities accomplished, services performed, any problems encountered, proposed solutions and details of Advisor's staff hours utilized during the month as well as the cumulative amount billed for the Services. Each authorization of Services under the Work Order will identify deliverables to be completed by the Advisor and accepted by the County. The County intends to tie payment of invoices to the satisfactory completion of deliverables.

**Appendix C
PRICE SCHEDULE**

1. Introduction

The Advisor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Advisor deemed necessary in order to determine the rates the Advisor will charge to provide the Services. The compensation for all Services performed under this Work Order, including all costs associated with Services, shall be in the total not to exceed amount specified in a task assignment issued in writing by the County. The County shall have no obligation to pay the Contractor any additional sum in excess of such amount, except for a modification to the task assignment which is issued in writing by the County via an amendment to the task assignment. All Services undertaken by the Advisor before the County's approval of this Work Order and issuance by the County of the applicable task assignment shall be at the Advisor's risk and expense.

2. Task Assignment and Amount

When Services are needed under this Work Order, the County will issue the assigned task(s) in writing to the Advisor. In order to determine the specific task and amount, the County may require the Advisor to prepare an initial scope of work for the task, including deliverables, and a not-to-exceed amount to perform the task. The Advisor will also identify in each initial scope of work for a task the employees and subcontractor that will work on the task. The not-to-exceed amount for any task shall be based on hourly rates (which shall not exceed the rates in this Work Order) and the hours estimated to complete the task. Following review of the proposed scope of work submitted by the Advisor to the County, and any negotiations to finalize the task, the County may issue a task assignment to the Advisor. Should the County assign the task to the Advisor, the County shall not pay the Advisor any additional sum in excess of the not-to-exceed amount to complete the task. Generally, a not-to-exceed amount will be required per task, but the County may also allow an alternative pricing structure that benefits the County such as a fixed fee.

3. Rates

The rates below shall be used to calculate the not-to-exceed amount per task and any other hourly work authorized by the County.

Principal/Executive Manager, Project Manager and Team Members

Principal/Executive Manager			
Positions listed in this category will be overseeing the engagement and providing executive leadership to the project team. Use of the Principal/Executive Manager category will be limited.			
Name	Title	Company Name	Hourly Rate
Mike Parker	Lead Advisor / Senior Managing Director	EY	\$490*
Jon Godsmark	Senior Managing Director	EY	
Camille Cote	Partner	EY	
Tom Rousakis	Senior Managing Director	EY	
Sue Lee	Senior Managing Director	EY	
Glenn Johnson	Principal	EY	
Ed Ng	Principal	EY	
Sean Boyd	Managing Director	EY	
Tom Pelnik	Managing Director	EY	
Francisco Mira	Senior Vice President	EY	
Jay Gillespie	Senior Vice President	EY	
Robbie Karver	Senior Manager	EY	
*The hourly rate for positions in this category is subject to a 2.5% increase annually, beginning on the one year anniversary of the effective date of the Work Order.			

**Appendix C
PRICE SCHEDULE**

Project Manager and Team Members			
Positions listed in this category will be handling the technical day-to-day tasks required by the County and are expected to have the highest number of billable hours. Examples of titles in this category are Director/Senior Manager; Associate/Senior Consultant; and Analyst/Consultant.			
Name	Title	Company Name	Hourly Rate
Sara Beth Rosenberg	Vice President	EY	\$410
Matt Tester	Vice President	EY	\$410
Madeleine Myers and Associate resource pool	Senior Associate	EY	\$350
Analyst resources	Staff / Analyst	EY	\$260
Global Delivery Service resource pool	Manager / Senior Associate / Senior	EY	\$150

Administrative

Positions listed in this category perform administrative duties for the project team. It is expected that administrative support staff, and not staff listed above, will be used by Advisor to complete administrative duties such as making copies, mailing documents, coordinating travel, etc.

Title	Company Name	Hourly Rate
Administrative support	EY	\$55

4. Travel


Hourly rates are fully burdened, including wages, overhead, profit, travel and per diem related charges, and any other costs related to labor and the provision services. However, the County may elect to establish an alternate payment arrangement in this Work Order, which may include negotiated hourly rates with or without travel and related expenses. The County shall not be liable for any travel or per diem expenses that have not been approved in advance, in writing, by the County. The Advisor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees.



Memorandum



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

From: Javier A. Betancourt, Executive Director 

Date: May 29, 2020

Re: CITT AGENDA ITEM 7B:
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
AWARD OF WORK ORDER NOS. 01244-1A AND 01244-1B FOR PUBLIC PRIVATE
PARTNERSHIP (P3) AND INFRASTRUCTURE ADVISORY SERVICES ON THE
BEACH CORRIDOR TRUNK LINE AND NORTH CORRIDOR PROJECTS FOR THE
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL AMOUNT
NOT TO EXCEED **\$700,000.00** FOR THE INITIAL THREE-YEAR TERM AND TWO,
ONE-YEAR OPTION TO RENEW TERMS; AUTHORIZE THE COUNTY MAYOR OR
COUNTY MAYOR'S DESIGNEE TO GIVE NOTICE OF THIS AWARD, ISSUE THE
APPROPRIATE PURCHASE ORDER TO GIVE EFFECT TO SAME AND EXERCISE
ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE
CODE AND IMPLEMENTING ORDER 3-38; AND AUTHORIZE THE USE OF CHARTER
COUNTY TRANSPORTATION SURTAX FUNDS FOR THESE PROJECTS WHICH ARE
CONTAINED IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION
PLAN SECTION RAPID TRANSIT IMPROVEMENTS (**DTPW – BCC Legislative File
No. 200810**) **SURTAX FUNDS REQUESTED**

On May 28, 2020, the CITT voted (12-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 20-017. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Jose Jimenez – Absent
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

Ashley V. Gantt, Esq. – Aye
Prakash Kumar – Aye
Jonathan Martinez – Aye
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

c: Jennifer Moon, Deputy Mayor
Bruce Libhaber, Assistant County Attorney