Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(H)
3-6-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-216-07

RESOLUTION AUTHORIZING SECOND AMENDMENT TO NONEXCLUSIVE MANAGEMENT AGREEMENT FOR OPERATION OF THE PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT; AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SECOND AMENDMENT AND EXERCISE ALL OTHER RIGHTS INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN; AND WAIVING COMPETITIVE BID PROCEDURES AND PROVISIONS

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 the Board authorizes: (i) execution of the Second Amendment to the Nonexclusive Management Agreement for the Operation of the Public Parking Facilities at Miami International Airport, with Central Parking System of Florida, Inc. and WRP & Associates, Inc. doing business as Airport Parking Associates, which extends the current agreement on a month-to-month basis not to exceed one hundred-eighty (180) days commencing April 1, 2007, subject to the same terms and conditions of the agreement; (ii) the County Mayor or his designee to execute the Second Amendment; (iii) the County Manager or designee to exercise or enforce any provision of the agreement or the Second Amendment during said extension, including cancellation provisions contained therein; and (iv) waiver of competitive bid provisions of Section 4.03(D) of the Home Rule Charter and Administrative Order No. 3-38 related to the procurement of goods and services.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	absent	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. dsh

David Stephen Hope

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

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

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Second Amendment to Management Agreement for the Public Parking Facilities at Miami International Airport, extending the Agreement on a month-to-month basis not to exceed one hundred eighty (180) days.

It is recommended that the Board approve the attached Second Amendment to the Management Agreement between Miami-Dade County and Airport Parking Associates (APA) for the Public Parking Facilities at ~~Miami~~ International Airport (MIA). It is further recommended that the Board (i) authorize the County Manager, or his designee to execute said Second Amendment and exercise any cancellation provisions therein, and (ii) waive competitive bid provisions of Section 4.03(D) of the Home Rule Charter and Administrative Order No. 3-38 related to the procurement of goods and services.

MODIFICATION NO.:	Second Amendment
PROJECT:	Management Agreement for the Operation of the Public Parking Facilities at MIA
PROJECT NO.:	N/A
PROJECT LOCATION:	Miami International Airport
PROJECT DESCRIPTION:	The scope of services under the Management Agreement provided that a firm shall manage and operate all Public Parking Facilities at MIA.
COMPANY NAME:	Airport Parking Associates – Joint venture comprised of Central Parking Systems of Florida, Inc. and WRP and Associates, Inc.
PREVIOUS AGREEMENTS WITH THE COUNTY:	APA currently holds the existing Management Agreement for the Operation of the Public Parking Facilities at MIA
ORIGINAL AGREEMENT AMOUNT:	The Agreement amount for FY 2005-06 was $6,832,699 (includes $72,000 annual management fee), with a reported revenue of $31,466,301, resulting in a net benefit to the Miami-Dade Aviation Department ("MDAD") of $24,633,602.
COMPANY PRINCIPALS:	Emanuel Eads, President, James Bond, Vice President, Henry J. Abbott, Secretary

HOW LONG IN BUSINESS:	Central Parking Systems of Florida, Inc. – December 30, 1983. WRP and Associates, Inc. – April 19, 1993
LOCATION OF COMPANY:	APA – Miami, Florida (Central Parking Systems of Florida Inc. registered in Nashville, TN; WRP and Associates, Inc. registered in Miami)
RECOMMENDED MODIFICATION:	The term of the Second Amendment is on a month-to-month basis not to exceed one hundred-eighty (180) days.
LIVING WAGE:	Yes
RESPONSIBLE WAGES:	N/A
JUSTIFICATION:	The Board, pursuant to Resolution No. R-64-97, awarded a management agreement to Airport Parking Associates to operate the public parking facilities at MIA. The agreement commenced on October 1, 1996, for a maximum term of ten (10) years. A First Amendment was approved by the County Manager under Administrative Order No. 3-38 on September 21, 2006, which extended the agreement through March 31, 2007, to allow the Department time to complete the solicitation process. A second extension is required in order to allow time to finalize the award process for the new agreement which has been delayed given a determination by the Office of Inspector General to complete an audit of the current contract prior to recommending award pursuant to the RFP. The Second Amendment will extend the term of the agreement, on a month-to-month basis not to exceed one hundred-eighty (180) days.
USING AGENCY:	Miami-Dade Aviation Department
FUNDING SOURCE:	Airport Revenue Funds
CONTRACT MANAGER:	Monica Beltran, Manager, Landside Operations
CONTRACT MEASURES:	The Review Committee established a Selection Factor for the original solicitation however APA was not eligible for the Selection Factor.
APPROVED FOR LEGAL SUFFICIENCY:	Yes

Susanne M. Torriente, Chief of Staff/Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

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

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

SECOND AMENDMENT TO NONEXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION OF THE PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT

This second amendment to the nonexclusive management agreement to operate the public parking facilities at Miami International Airport (the "Second Amendment"), entered into this _____ day of _____, 2007, by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Airport Parking Associates (the "Operator"), a joint venture of Central Parking System of Florida, Inc. and WRP & Associates, Inc..

WITNESSETH:

WHEREAS on January 23, 1997, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), passed and adopted Resolution No. R-64-97 which authorized a management agreement with Airport Parking Associates, for the operation of the parking facilities at Miami International Airport (the "Agreement"); and

WHEREAS on September 21, 2006, the County Manager of Miami-Dade County, Florida (the "County Manager"), authorized, pursuant to Administrative Order 3-38, a first amendment to the Agreement with Airport Parking Associates (the "First Amendment"), to provide a one hundred-eighty (180) day extension which expires on March 31, 2007 in order to allow the County sufficient time to complete the solicitation process; and

WHERAS, the County desires to extend the Agreement on a month to month basis not to exceed one hundred-eighty (180) days commencing on April 1, 2007 to allow the County the necessary time to conclude the award process; and

WHEREAS, Airport Parking Associates, has agreed to extend the Agreement on a month to month basis not to exceed one hundred-eighty (180) days, commencing on April 1, 2007.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following modifications to the Agreement as follows:

1. In Article 1 entitled "Term", subarticle 1.02 entitled "Extensions", insert the last paragraph:

> Following the expiration of the Agreement on March 31, 2007, Miami Dade Aviation Department ("Department") retains the right to extend this Agreement on a month to month basis not to exceed one hundred-eighty (180) days. This Agreement shall be automatically renewed each month unless the Department, during any one month extension period, terminates such extension or alerts Operator of no further subsequent extension periods, by written notice delivered to Operator at least thirty (30) days prior to the effective date of the intended termination.

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

3. This Second Amendment shall become effective as of the date first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

Legal Sufficiency: _____
Assistant County Attorney

9

CONTRACTOR (if Joint Venture)

NAME OF JOINT VENTURE:
Airport Parking Associates

By: James H. Beard
President

Attest: _____
Secretary

CORPORATE JOINT VENTURER:
Central Parking System of Florida, Inc.

By: James H. Beard
President

Attest: _____
Secretary

(CORPORATE SEAL)

CORPORATE JOINT VENTURER:
WRP & Associates, Inc.

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

NAME OF MANAGING JOINT VENTURER:
Central Parking System of Florida, Inc.

By: James H. Beard
Signatures of Authorized Representative
of the Joint Venture

Witness as to Above

_____

_____

APPENDIX D-1

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

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Operation of Public Parking Facilities at MIA

PROJECT NUMBER MDAD-02-06

COUNTY OF DADE

STATE OF FLORIDA

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

That (he/she is the duly authorized representative of

Central Parking System of Florida, Inc.
(Name of Entity)

2 South Biscayne Boulevard, Suite 200, Miami, Fl 33131
(Address of Entity)

6 / 2 - 1 / 1 / 9 / 0 / 0 / 8 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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

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

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

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

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

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

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

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

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

___✓___Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

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

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

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___✓___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

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

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

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

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

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

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

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

PART I

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

   Airport Parking Associates

   2 South Biscayne Blvd, Suite 200

   Miami, FL 33131

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

   N/A

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

   N/A

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

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

N/A

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

(1) Central Parking System of Florida, Inc. – 2 S. Biscayne Blvd., Suite 200 Miami, FL 33131

(2) WRP & Associates, Inc. – P.O. Box 996757 Miami, FL 33229

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

N/A

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

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (cont'd)

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

White:	0	Males	1	Females
Asian:	0	Males	2	Females
Black:	12	Males	32	Females
Native American:	0	Males	0	Females
Hispanics:	15	Males	34	Females
Alaskan Natives:	0	Males	0	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

Disclosure of Ownership Affidavit
Part II

4. PAST PERFORMANCE

CENTRAL PARKING SYSTEM OF FLORIDA, INC. CONTRACTS WITH MIAMI-DADE COUNTY

CURRENT CONTRACTS

Facility Name:	**Jackson Memorial Hospital**
Commencement Date:	April 1, 2005
Annual Contract Amount:	$164,500 (from which CPS pays non-reimbursable expenses)
Contracting Division:	Public Health Trust
Contact Person:	Mr. Mark Aprigliano
Title:	Director of Public Safety
Telephone:	(305) 585-5201
CPS Manager:	Eric Toro
Audited:	N/A

Facility Name:	**Crandon Park Marina**
Commencement Date:	May 21, 2004
Annual Contract:	CPS keeps 25% of Revenue (FY06 = $62,898)
Contracting Division:	Miami-Dade County Park & Recreation Department
Contact Person:	Ms. Kathy Haley
Title:	Manager, Marina Operations
Telephone:	(305) 755-7939
CPS Manager:	Zeider Londono
Audited:	N/A

Facility Name:	**Black Point Marina**
Commencement Date:	May 21, 2004
Annual Contract:	CPS keeps 25% of Revenue (FY06 = $45,749)
Contracting Division:	Miami-Dade County Park & Recreation Department
Contact Person:	Ms. Kathy Haley
Title:	Manager, Marina Operations
Telephone:	(305) 755-7939
CPS Manager:	Zeider Londono
Audited:	N/A

Facility Name:	**Miami International Airport**
Commencement Date:	October 1, 1996
Annual Contract:	$72,000
Contracting Division:	Miami-Dade Aviation Department
Contact Person:	Ms. Teresita Wagner
Title:	Manager, Landside Operations
Telephone:	(305) 876-7024
CPS Manager:	Jean Marie (JM) Denis
Audited:	2006 by Larry Donahue Associates--results were scored "Very Good"

* No Litigation Arising out of any of the contracts

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Part II

PAST PERFORMANCE (CONTINUED)

WRP & ASSOCISTES, INC. CONTRACTS WITH MIAMI-DADE COUNTY

CURRENT CONTRACTS

Facility Name:	**Miami International Airport**
Commencement Date:	October 1, 1996
Annual Contract:	$72,000
Contracting Division:	Miami-Dade Aviation Department (parking management)
Contact Person:	Ms. Teresita Wagner
Title:	Manager, Landside Operations
Telephone:	(305) 876-7024
Facility Manager:	Jean Marie (JM) Denis
Audited:	2006 by Larry Donahue Associates—results were scored "Very Good"

Facility Name:	**Miami International Airport**
Commencement Date:	2004
Annual Contract:	$140,005
Contracting Division:	Miami-Dade Aviation Department (operate restaurants)
Contact Person:	Patricia Ryan
Title:	Director of Retail - Food and Beverage
Telephone:	(305) 876-8131
Facility Manager:	Peter Amaro
Audited:	N/A

Facility Name:	**Miami-Dade Transit**
Commencement Date:	2001
Annual Contract:	$88,000
Contracting Division:	Miami-Dade Transit (transportation services)
Contact Person:	Ruby Hemingway
Title:	Assistant Director
Telephone:	(305) 375-1676
Facility Manager:	Bill Perry
Audited:	N/A

Facility Name:	**Miami –Dade Transit Department**
Commencement Date:	2005
Annual Contract:	$25,056
Contracting Division:	Miami-Dade Transit (paratransit program)
Contact Person:	Ruby Hemingway
Title:	Assistant Director
Telephone:	(305) 375-1676
Facility Manager:	David Naiditch
Audited:	N/A

* No Litigation Arising out of any of the contracts

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

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

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

(1) **Airport Parking Assoicates**

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

(2)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 1996

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

The members of the joint venture have done business under their individual names, to wit; Central Parking System and WRP and Associates

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

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

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

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

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

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

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

James H. Bond
(Signature of Authorized Representative)

Title President
Central Parking System

Date 10/19/06

STATE OF: Tennessee

COUNTY OF: Davidson

The ~~above~~ affidavits were acknowledged before me this 19th day of october, 2006

by James H. Bond,
(Authorized Representative)

of Airport Parking Associates
(Name of Corporation, Partnership, etc.)

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

Christine T. McClain
(Signature of Notary)

christine T. McChain
(Print Name)

Notary Stamp or Seal:

CHRISTINE T. McCLAIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 25, 2008

Notary Commission Number: —

My Commission Expires: 11-25-06

APPENDIX D-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

APPENDIX D-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- Single Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))

- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the
  Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Operation of Public Parking Facilities at MIA

PROJECT NUMBER MDAD-02-06

COUNTY OF DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

Central Parking System of Florida, Inc.
(Name of Entity)

2 South Biscayne Boulevard, Suite 200 Miami, FL 33131
(Address of Entity)

6 / 2 - 1 / 1 / 9 / 0 / 0 / 8 / 2 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

_____
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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

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

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

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

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

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

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

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

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

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

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

___✓___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

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

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

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

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

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

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

James H. Bond
(Signature of Authorized Representative)

Title President
Central Parking System of Florida, Inc.

Date 10/19/06

STATE OF: Tennessee

COUNTY OF: Davidson

The above certifications/verifications were acknowledged before me this 19th day of October, 2006,

by James H. Bond,
(Authorized Representative)

of Airport Parking Associates,
(Name of Corporation, Partnership, etc.)

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

Christine T. McClain
(Signature of Notary)

Christine T. McClain
(Print Name)

Notary Commission Number: _____

My Commission Expires: 11-25-06

Notary Stamp or Seal:

CHRISTINE T. McCLAIN
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

SUBCONTRACTING POLICY STATEMENT OF AIRPORT PARKING ASSOCIATES

Airport Parking Associates (APA) is a joint-venture between a publicly traded company, and a certified Miami-Dade County DBE Firm. As such, APA is keenly aware of the advantages of looking first to the local community for firms that can provide the products and services that it may require to fulfill the contractual obligations it has with its clients.

The services that APA provides to its clients do not require the use of multiple subcontractors. Nevertheless, when there are services that our clients require, APA looks first to the local business community to fulfill those needs. Because the services that will be contracted are specialized and require specific technical proficiency, APA usually does not advertise in publications of countywide circulation. Instead, APA conducts due diligence to identify local firms that meet the high standards required by APA to service the needs of its clients. In this particular solicitation, APA will be utilizing the services of Affiliated Services, Inc. to perform the following functions:

- Service to Short Term Lot revenue control system

This firm has provided excellent service to Team APA and Miami-Dade County during the life of the current contract that APA has to provide these services to the Miami-Dade County Aviation Department. Based on its proven track record of outstanding service, APA secured a commitment from Affiliated Services, Inc. to continue providing services in this regard, if we are awarded a new contract in this RFP process.

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that AIRPORT PARKING ASSOCIATES is a Fictitious Name registered with the Department of State on October 10, 2006.

The Registration Number of this Fictitious Name is G06283900312.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of October, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

CR2EO22 (01-06)

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of AIRPORT PARKING ASSOCIATES, registered with the Department of State on October 10, 2006, as shown by the records of this office.

The Registration Number of this Fictitious Name is G06283900312.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of October, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

CR2EO22 (01-06)

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 10, 2006

AIRPORT PARKING ASSOCIATES
2 S. BISCAYNE BOULEVARD
SUITE 200
MIAMI, FL 33131

Subject: **AIRPORT PARKING ASSOCIATES**

REGISTRATION NUMBER: **G06283900312**

This will acknowledge the filing of the above fictitious name registration which was registered on October 10, 2006. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Fictitious Name Section
Division of Corporations

Letter No. 406A00060443

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APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G06283900312

us Name to be Registered: AIRPORT PARKING ASSOCIATES

Mailing Address of Business: 2 S. BISCAYNE BOULEVARD
SUITE 200
MIAMI, FL 33131

Florida County of principal place of business: DADE

FEI Number:

FILED
Oct 10, 2006
Secretary of State

Owner(s) of Fictitious Name:

WRP & ASSOCIATES, INC.
2. S. BISCAYNE BLVD., SUITE 200
MIAMI, FL 33131 US
Florida Registration Number: P93000028355
FEI Number: 65-0419992

CENTRAL PARKING SYSTEM OF FLORIDA, INC.
2 S. BISCAYNE BLVD., SUITE 200
MIAMI, FL 33131 US
Florida Registration Number: P00480
FEI Number: 65-1190082

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

JASON FINCH — 10/10/2006
Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested (X)**

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