Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
10-16-07

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

RESOLUTION NO. R-1162-07

RESOLUTION AWARDING A NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD 06-06, TO OPERATOR, FIRST TRANSIT, INC.; AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND TO EXERCISE ANY RENEWAL OR TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards to First Transit, Inc., a non-exclusive Management Agreement for Employee and Public Remote Parking Lot Shuttle Bus Service at Miami International Airport, RFP No. MDAD-06-06 for a five (5) year term with an option to renew for five (5) separate terms of one (1) year each, upon mutual agreement of the parties, for Miami-Dade County to pay First Transit, Inc. a Monthly Management Fee of $39,011.00, all as set forth in the accompanying memorandum from the County Manager; this Board authorizes the Mayor or designee to execute the contract between Miami-Dade County and First Transit, Inc., in substantially the form attached hereto and authorizes the Mayor or designee to exercise any renewal, termination or cancellation provisions therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**absent**
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 16th day of October, 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

KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

RW

Roy Wood

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2007

CLERK OF THE BOARD
2007 NOV 29 AM 9:18
CLERK: CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

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

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

From: George M. Burgess
County Manager

Subject: Supplement to Resolution Approving Award of Five-Year $22,226,945 Management Agreement for Employee and Public Remote Parking Lot Shuttle Bus Service at Miami International Airport (MIA), RFP No. MDAD-06-06

This item was corrected for a scrivener's error at the October 16, 2007, meeting of the Board of County Commissioners to remove the second sentence in the fourth paragraph which read: "The County Attorney's Office is recommending that we follow County practices by making the Operator responsible for providing the insurance for their operation." This sentence was replaced with the following statement below: "Requiring the Operator to provide the insurance for their operation is consistent with County practices."

The following supplemental information to Item 3A (072744) on the September 25, 2007, Airport & Tourism Committee (ATC) agenda is provided in response to the Committee's request for costs of the employee shuttle under this management agreement with First Transit versus those that might be incurred in an agreement with Miami-Dade Transit (MDT). Also included is a five-year projection of insurance costs.

At the ATC meeting, it was reported that the salary difference between the First Transit and MDT was $2 million dollars. In reviewing the spreadsheet prepared by MDT, it was noted that the fringe benefits for First Transit were not included. The attached chart includes that figure and depicts a $1.3 million difference in salaries. MDT did not complete further analysis because of the substantial difference in salaries. It should be noted that the proposed FY 08 Employee Shuttle Bus budget is less than MDT projected salaries.

In order to avoid any insurance reimbursement issues that have proved problematic in the past, this agreement is crafted to avoid any issues of reimbursing the operator for insurance. As part of the old contract, Workers Compensation, General Liability and Automobile Liability insurance for service vehicles were a reimbursable expense. Automobile Liability coverage was provided by the County for the shuttle buses. Under the new contract, the Workers Compensation, General Liability and Automobile Liability are part of the Management Fee. First Transit will name Miami-Dade County under their catastrophic insurance policy, which will provide $100,000,000 in coverage. Through the Indemnification Clause, First Transit, Inc. is liable for any claims that may occur out of the performance of their agreement.

As indicated in the following tables, the proposed fee includes all insurances at an annual variance in cost of approximately $200,000. Requiring the Operator to provide the insurance for their operation is consistent with County practices. Various parties sued the County following an employee bus accident in 2000 because the County carried the bodily injury insurance. The recent accident at Ft. Lauderdale International Airport in which two people were killed and eight other passengers were sent to the hospital with injuries are examples of why it is a good practice for the operator to carry all insurances for their operations. Another benefit associated with this contract includes the protection from increasing insurance costs as the fee is guaranteed for the five-year term.

Also, when the company assumes the risk, they have additional motivation for maintaining a safe operation. Finally, the Department has added a dedicated economy park & ride shuttle, which increases risk associated with transporting public parking patrons.

The proposed budget for 2007 under the current contract is $4,494,768. Under the new contract, the proposed 2008 budget is $4,445,389. The proposed budget is lower than last year's budget, despite the $200,000 annual change in management fee and insurance, through other efficiencies such as purchasing fuel through County and a more fuel-efficient fleet.

First Transit Budget Comparison

CURRENT CONTRACT	
Worker's Compensation:	$152,395 (06/07)
Automobile Liability (service vehicles)	$12,000
General Liability	$1,320
Blanket Crime Ins.	$4,620
Total Insurance Reimbursable (Annual):	**$170,335**
plus Annual Management Fee:	$97,440
Total Insurance & Management fee (annual):	**$267,775**

(Does not include automobile liability insurance on the buses- this is covered by County until 10/31/07)

PROPOSED CONTRACT	
Worker's Compensation: (5 year average guaranteed, including additional staffing)	$192,050
Other insurance: (Includes liability, general liability, blanket crime insurance and automobile liability insurance)	$167,730
Annual Management Fee: (An 11% increase over current fee, which was established in 1997)	$108,350
Annual Insurance & Management Fee:	**$468,130**
Monthly fee:	**$ 39,011**

For the reasons stated above, it is recommended that the Board approve this resolution as being in the best interest of the County.

Assistant County Manager

COMPANY PRINCIPALS:	Michael C. Murray, President Christian Gartner, Chief Financial Officer Rick Dunning, Sr. Vice President Brad Thomas, Sr. Vice President
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	First Transit, Inc., is a corporation, ultimately owned by FirstGroup plc and its shareholders in the United Kingdom. First Transit also owns FirstGroup America, which is the parent company of the three (3) operating companies in the United States: First Student, First Transit, First Vehicle.
COMPANY LOCATION:	705 Central Avenue, Cincinnati, Ohio 45202
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Agreement with MDAD since November 1997 totaling $970,800. First Transit, Inc. is currently receiving a monthly management fee of $8,120.00.
ADVERTISEMENT DATE:	March 7, 2007
LIVING WAGE:	Yes
INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:	Provision provided in the Agreement
USING DEPARTMENT:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 16, 2007

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

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

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**

c/

MANAGEMENT AGREEMENT FOR EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT

made as of the _____ day of _____ in the year Two Thousand and Seven

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

And the Operator:

First Transit, Inc
705 Central Avenue, Suite 300
Cincinnati, OH 45202
Phone No.: (513) 684-8734
Fax No.: (513) 684-8852

Which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

MANAGEMENT AGREEMENT FOR THE OPERATION OF THE EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT

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Attachments to the Management Agreement:

Exhibit A: Facilities Map
Exhibit B: Shuttle Service Buses
Exhibit C: Weekly Performance Report form
Exhibit D: Summary of Physical Inventories
Exhibit E: Daily Invoice Report
Exhibit F: Request for Replenishment form
Exhibit G: Condition of Award Affidavits
Exhibit H: Living Wage Supplemental General Conditions

MANAGEMENT AGREEMENT FOR THE OPERATION OF THE EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT

THIS MANAGEMENT AGREEMENT ("Agreement"), made and entered into as of the _____ day of _____, 2007, by and between MIAMI-DADE COUNTY, FLORIDA ("County") and First Transit, Inc., a Delaware corporation, authorized to do business in the State of Florida ("Operator").

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

WHEREAS, a Management Agreement for the Operation of the Employee and Public Remote Parking Lot Shuttle Bus Service is a desired service at the Miami International Airport, as further described herein and

WHEREAS, Request for Proposals No. MDAD-06-06 ("RFP") was issued by the County and in response to the Request for Proposals, the County has received a proposal from the Operator; and,

WHEREAS, the Operator has offered to provide Shuttle Bus Service at the Miami International Airport that shall conform to the Scope of Services herein; Miami-Dade County's Request for Proposal No. MDAD 06-06 (the "RFP") and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Operator has submitted a proposal to the RFP; and,

WHEREAS, the County desires to procure from Operator such Shuttle Bus Service for the Miami-Dade Aviation Department, in accordance with the terms and conditions of this Agreement;

WITNESSETH:

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

ARTICLE 1 – Term

1.01 Term:

The County hereby engages the Operator and the Operator hereby agrees to manage and operate the Employee and Public Remote Parking Lot Shuttle Bus Service ("Shuttle Bus") at Miami International Airport ("Airport"), as described in Article 2.01 thereof, commencing November 1, 2007 for an initial term of five (5) years, unless otherwise terminated as provided for herein.

1.02.1 Extension:

The County reserves the right, in its sole discretion, to extend this Agreement for five (5) separate terms of one (1) year each, upon the termination of the initial term, and upon the terms and conditions contained herein. Such rights may be exercised by the Aviation Department ("Department"), on behalf of the County. In the event the Department elects to extend this agreement, the Operator shall be notified at least one hundred twenty (120) days prior to the termination date of the then existing term of this Agreement. In the event the Department does not give notice, this Agreement shall terminate accordingly.

1.03 Termination:

At any time during the initial term of this Agreement or extension thereof, the Operator, upon three hundred sixty-five (365) days advance written notice to the Department may terminate this Agreement without stated cause or liability to the County. The Department, at any time during the initial term of this Agreement or extension thereof, upon thirty (30) days written notice to the Operator may terminate this Agreement without stated cause or liability to the Operator.

1.04 Facilities:

The Department shall provide the Operator with such space as the Department shall consider necessary to support management, administrative and operational functions hereunder ("Facilities"). The space initially allocated as Facilities to be used hereunder, are shown on Exhibit A, said Exhibit to be modified, from time to time, as deemed necessary by the Department.

1.05 Request for Proposal Incorporated:

The Operator acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposal (RFP), that was the basis for the award of this Agreement and upon which the County relied. The RFP and the Proposal are incorporated into this Agreement. **In the event there are any conflicts between this Agreement and the RFP or the Proposal, the terms of this Agreement shall govern, followed by the RFP and then the Proposal.**

ARTICLE 2 - Services

2.01 Scheduled Shuttle Service:

The Operator shall manage, operate and maintain shuttle services on the Airport between the designated employee and public parking lots and the Terminal Building and other on-Airport Shuttle Services specified by the Department on a scheduled basis, seven (7) days per week, twenty-four (24) hours per day, year-round, without interruption, using the specially equipped passenger buses provided by the County ("Shuttle Service"). Such buses are shown on Exhibit B, attached hereto and made a part hereof, title to which is and shall remain in the name of the County. Such exhibit may be administratively amended by the Department at any time to add or delete buses or equipment related to the provision of Shuttle Bus Service hereunder. The initial Shuttle Service schedule, route and stops shall be as described in Exhibit B. The Operator shall take such reasonable and prudent actions, with the prior approval of the Department, as shall be necessary to control expenses and reduce waste and inefficiencies. At all times the quality and level of services shall be subject to the rights of the Department and shall reflect favorably on the County and Airport.

2.02 Additional Transportation Services:

Upon the advance request of the Department, by the person designated in writing by the Director or Deputy Director of the Department, which request may initially be by telephone or in person, the Operator shall provide additional air conditioned bus or multi-passenger vehicular transportation services deemed necessary by the Department ("Additional Transportation Services"), using as available either County owned buses or vehicles hired or owned by the Operator. In the event that vehicles owned by the Operator are used, the rate charged to the County shall be less than the published rate of the Operator and reflective of the Operator's actual cost. Both parties prior to commencement of services will agree to the rate in writing. Such additional not-for-hire, non-commercial transportation services may include, but are not necessarily limited to, the following:

A. Transportation of passengers and aircraft crews between satellite terminal facilities and other aircraft parking positions and the Terminal Building at Miami International Airport.
B. Transportation of passengers and aircraft crews between the various concourses at the Terminal Building.
C. Transportation of Airport users between interim remote public parking areas and the Terminal Building.
D. Transportation of passengers, aircraft crews and others from the locations of emergency incidents.
E. Airport tours and other Department specified promotional activities.

Additional Transportation Services taken collectively with Shuttle Service are referred to herein as "the Services."

2.03 Maintenance Services:

The Operator shall be responsible for the full and complete maintenance of the County owned buses, such maintenance to include but not be limited to, daily cleaning and fueling, and a comprehensive preventative maintenance program, as established, and as it may be modified from time to time, by the Department, and repairs to drive trains, bodies, air conditioning equipment, interiors, brakes, hydraulics, electrical and other component systems and radios, and such other work, such as modification, improvements and changes to the buses necessary or desirable to maintain and operate the Services on a high quality, dependable basis ("Maintenance Services"). The Operator acknowledges that the maintenance standards and requirements of the Department may be higher than those common in other transit/transportation operations. The Department shall have the right to directly supply tires, fuel or other parts or commodities necessary to repair and maintain the County-owned buses.

2.04 Major Repairs:

The Operator shall not undertake any repairs on the County-owned buses, involving the replacement of major components, directly or through use of a subcontractor, excluding established routine maintenance, when the good faith estimated cost of said repairs will exceed $2,500.00 without advance written approval by the designated representative of the Department.

2.05 Additional Services:

The Operator may be required to provide staffing at employee parking lot checkpoints. The Operator's employees shall be suitably uniformed and shall wear identification sufficient to establish their identity and affiliation with the Operator. The Department must approve Operator's uniforms and company identification badge.

ARTICLE 3 - Budget and Reports

3.01 Annual Operating Budget:

Annually, on a date selected by the Department, or in accordance with a schedule to be published by the Department, the Operator shall submit to the Department an annually Operating Budget for the next fiscal year of the County, from October 1st to September 30th. The Annual Operating Budget is to be prepared in accordance with instructions from the Department. Said submitted Annual Operating Budget shall be subject to approval by the Department, during the annual budget hearings held, and shall be used by the Department in preparing its annual budget for the year commencing October 1st.

The Annual Operating Budget shall reflect the projections of the Operator as to monthly and annual totals for expenses for each major financial account and line item, each distinct group of expense centers and individual operating units and the proper distribution of overhead and operator compensation to individual centers and units. Appropriate percentages and ratios used as performance measures shall also be included in the Annual Operating Budget. The Annual Operating Budget shall include a detailed listing of recommended capital operating expenses, including equipment acquisitions.

The Operator shall submit a written narrative explaining the basis and assumptions used in preparing said Budget, such as, but not limited to, the opening or closing of operating units, recommended new services, cost of products and labor, Airport passenger traffic, and so forth.

The Operator, in making expenditures hereunder, shall not exceed the expenditure percentage and ratios that are approved on an annual basis in each line item of the approved Annual Operating Budget, without the prior approval of the Department. In the event the Operator is required to make expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget, because of emergencies or operational necessity and, provided such expenditures are reasonable and are otherwise reimbursable hereunder, the Operator shall request written approval from the Department prior to making such expenditures. The Budget may be modified during any contract year, at the discretion of and through written approval of the Director, or his/her designee.

3.02 Detailed Budgeted Employee Expenses:

The Annual Operating Budget shall include the projections of the Operator for the twelve-month period beginning October 1st for the staffing of operations and wages and fringe benefits for the employees of the Operator ("Employee Expenses") including the following:

A. The total number of reimbursable employees of the Operator under this Agreement.
B. Classification title and job description of each job to be performed by employees of the Operator hereunder, including a designation of which classifications are considered management and supervisory.
C. The number of employees who will be performing each job classification hereunder.
D. The wages or salary to be paid each employee hereunder according to job classification.
E. The fringe benefits (subject to the approval of the Department) such as holidays and holiday pay, annual, sick and other types of leave, hospital and life insurance, pension plan, overtime policy and the like. Third party contracts for the provision of any of these benefits must be approved by the Department and shall be cancelable at all times by the Department.

Payments made beyond the budgeted amounts will not be reimbursed.

3.03 Changes in Employee Expenses by the Department:

The Department may, at any time, require the Operator to provide, change, alter or modify any or all of the "employee expenses" defined in Article 3.02 A through E. If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Article 3.01 shall be adjusted accordingly by the Department.

3.04 Annual Operating Forecast:

As directed by the Department but no later than July 1st of each year of this Agreement, the Operator shall provide a recommended Annual Operating Forecast for the twelve (12) month period beginning October 1st. It shall contain all the materials and details required in the Annual Operating Budget, pursuant to Articles 3.01 and 3.02 above, updated to reflect the then-current conditions and circumstances. The Operator shall revise said forecast on an as-needed basis, but not less frequently than quarterly.

3.05 Weekly Performance Report:

The Operator shall provide the Department with Weekly Performance Reports in the form shown in Exhibit C no later than two (2) days following the close of each weekly period. These reports shall summarize material costs, payroll costs, and certain operating statistics for each individual and consolidated group of expense centers hereunder. The Department may request such additional information as may be deemed appropriate under the circumstances.

3.06 Monthly Financial Statements:

The Operator shall provide the Department with comparative Monthly Financial Statements which shall reflect in detail, budgeted and actual monthly and year-to-date expense balances and their variances for each individual and consolidated group of expense centers under the control of the Operator hereunder no later than ten (10) days following the close of each monthly period. Such Financial Statement totals shall be reflective of current month request for replenishment, reimbursement invoices, accruals and amortization schedule. These Monthly Financial Statements shall be accompanied by a memorandum from the Operator explaining all budget variances. The Operator shall include in its narrative explanations of conditions, trends and fluctuations in comparing current month with the same month, prior year. The Department may require that these Monthly Financial Statements, as well as the quarterly and annual statements required, reflect cost and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of costs of improvements and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the Gross Operating Expenses.

3.07 Inventory Reports:

No later than two (2) business days following the close of each fiscal quarter, unless the Department prescribes a greater frequency or different period, such as monthly, the Operator shall conduct a complete physical inventory of all supplies, parts and equipment and, as soon as possible after completion of such inventory, provide the Department with a Summary of Physical Inventories in the form shown in Exhibit D, which shall reflect the opening and closing physical inventory values for each category of supplies, parts and equipment as well as the net change in balances. The report will also calculate the shrinkage cost for the previous inventory period for each category of supplies and parts. The Department, at its discretion and without notice, may elect to observe and/or participate in inventory taking procedures. In addition, not later than two (2) days following the close of each calendar month, the Operator shall submit to the Department an Exhibit D based on accounting record changes in the perpetual inventory.

3.08 Quarterly Financial Report:

The Operator shall provide the Department with a Quarterly Financial Report comprised of at least the following information no later than fifteen (15) days following the close of each fiscal quarter of the County:

A. Comparative financial statements for each group of expense centers reflecting actual quarterly results in relation to the corresponding budget and, to the extent it is appropriate, prior year's performance.

B. Suggested amendments to the Annual Operating Budget to reflect actual monthly and quarterly results and any prospective changes in budgeted results anticipated.

C. The Operator's comments and explanations relating to budget variances and their impact relating to future operating results.

3.09 Annual Audit:

The Operator shall provide the Department with an unqualified audited financial statement for the operations of the Operator under this Agreement reflecting full disclosure for the period ending September 30th each year, and the management letter resulting from a review of the operations, compliance with the contract, internal controls and other observations no later than December 1st of each year of this Agreement, unless the Department authorizes in writing a later date. If an unqualified opinion cannot be given, the Operator shall be considered in default under this Agreement. Said financial statements shall be audited and the management letter prepared by the Department's external auditors or any other firm of qualified independent Certified Public Accountants designated by the Department.

3.10 Other Reports:

The Department may require the Operator to provide other reports generated by the Operator in the normal course of operations.

3.11 Related Party Purchases:

The Operator shall not be reimbursed for purchases of products or services, which would otherwise constitute a Reimbursable Operating Expense hereunder, if such purchases have been from "Related Parties." Related Parties shall mean (a) the Operator itself, (b) any entity which has a direct or indirect ownership of interest in the Operator, or (c) any entity in which the Operator has a direct or indirect ownership interest, unless such purchases have been fully disclosed by the Operator to the Department in writing prior to the proposed purchase and written approval has been given by the Department to the Operator.

3.12 Records:

The Operator shall deliver all original documents and records pertaining to the operation of the Scheduled Shuttle Bus Service and Facilities at the Airport to the Department as it may specify from time to time in a record retention policy statement. The Department may request all records relating to operations under this Agreement, without limitations as to time or frequency. All such original documents and records are the property of the County, held under the care and custody of the Operator.

ARTICLE 4 - Cost Reimbursements

4.01 Reimbursable Operating Expenses:

The Operator shall cause all obligations arising from its operation under this Agreement to be paid when due. The County shall reimburse the Operator for all direct costs of operation hereunder, including material costs, payroll and related expenses, variable and fixed controllable and uncontrollable expenses, utilities, audits, capital operating equipment, parts, maintenance and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Reimbursable Operating Expenses shall include Employee Expenses as defined in Article 4.02. The County shall not reimburse the Operator for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, Exhibit E, except as provided in Article 4.02. It is the intent of this Agreement and specifically this Article 4.01 and Article 4.02 that the Operator shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein and that to the maximum extent economically and operationally feasible the parties shall work cooperative to minimize indirect and allocable expenses and to transfer same to a direct reimbursable basis.

4.02 Imprest Operating Account:

The Operator, with prior approval from the County, shall establish an Imprest Operating Account to be used exclusively for payment by the Operator by check of Reimbursable Operating Expenses, excluding those paid from other accounts or funds pursuant to this Agreement. The Imprest Operating Account shall be funded by the County in such amounts as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Account may be increased or decreased by the Department, from time to time, based on experience. The Department and the Operator shall designate authorized signatures for this Imprest Operating Account, including such County, Department, and the Operator representatives as the Department shall deem appropriate and authorize in writing from time to time. Bank statements and canceled checks pertaining to the Imprest Operating Account shall be sent directly to the Department. Said documents shall be picked up by the Operator for reconciliation and the completed reconciliation shall be returned within five (5) days thereafter.

4.03 Imprest Payroll Account:

The Operator, with prior approval from the County shall establish an Imprest payroll Account to be used exclusively for the payment of net payroll cost. The Department and the Operator shall designate authorized signatures on this Imprest Payroll Account. Bank statements and canceled checks shall be sent directly to

the Department. Said documents shall be picked up by the Operator for reconciliation and the completed reconciliation shall be returned within five (5) days thereafter.

4.04 Imprest Checking Account:

The Operator, with prior approval from the County, shall establish an Imprest Checking Account to be used exclusively for the payment by check for certain purchases and expenses which must be paid for on delivery. The balance of such Account shall be in such amount as is deemed adequate by the Department. The Department and the Operator shall designate signatures for this Imprest Account including County, Department, and the Operator's representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Bank statements and canceled checks pertaining to the Imprest Checking Account shall be sent directly to the Department. Said documents shall be picked up by the Operator for reconciliation and the completed reconciliation shall be returned within five (5) days thereafter.

4.05 Petty Cash Funds:

The Operator shall establish a fund in an amount sufficient to fulfill its intended purpose, in its name and to its credit, a Petty Cash Fund to be used for making petty cash disbursements which may be necessary from time to time.

4.06 Invoices for Reimbursable Operating Expenses:

Invoices for Reimbursable Operating Expenses, for those subject to the reimbursement procedures contained in Article 4.06 herein, shall be recorded daily, or such other frequency as the Department may authorize, on the Daily Invoice Report, Exhibit E. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts customarily used by the Operator and approved by the Department. No later than the next working day, the Daily Invoice Report and supporting invoices, duly approved by the Operator shall be delivered to the Department for preliminary review and approval. The Department reserves the right to solicit additional information pertaining to any invoices that appear to be unrelated to operations controlled by the Operator or otherwise deemed by the Department worthy of investigation. The Operator shall not pay any invoices listed on a Daily Invoice Report until same are approved by the Department. In the event that the Operator has paid any invoices listed on a Daily Invoice report, which are not subsequently approved, for good cause by the Department on a Request for Replenishment as defined in Article 4.06 herein, the Operator shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within

ten (10) days of the date such payments are disapproved, the Department shall either deduct such amount from the Monthly Management Fee or invoice the Operator for such costs and such nonpayment may be deemed a breach or default hereof by the Department.

4.07 Payment of Invoices:

Upon prior approval by the Department, pursuant to Article 4.06 above, the Daily Invoice Report, along with original supporting invoices, shall be processed by the Operator for payment in accordance with the normal procedures of the Operator. Payments shall be made by check drawn on the Imprest Operating Account, paying only approved invoices reflected on the approved Daily Invoice Report. The Operator shall maintain separate paid invoices files for the operations covered by this Agreement, and said paid invoices files, including supporting documents, such as, but not limited to purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by the Operator. At the request of the Department, the Operator shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions herein.

4.08 Payment of Payroll Expenses

In accordance with the pay period frequency agreed to by the Operator and the Department, the Operator shall transfer from the Imprest Operating account to the Imprest Payroll Account an amount equal to reimbursable net payroll costs reflected on the payroll journal of the Operator for such period. Employee payroll checks shall be processed in accordance with the normal procedures and controls of the Operator, subject to required internal control procedures described in Exhibit C. The Department may, at any time, monitor and audit the paying of reimbursable employees. Payroll checks shall only be written against and be accounted for in the Imprest Payroll Account.

In the event the Operator has paid an amount in excess of the monthly maximum average regular hourly rate previously established by the Department and Operator, for employees of the Operator shall pay the amount of such excess into the Imprest Operating Account. If such payment is not made within fifteen (15) days of the end of the month in which the excess occurred, the Department shall either deduct such amount from the Monthly Management Fee or other amounts payable to the Operator hereunder, or invoice the Operator for such amount and then any non-payment by the Operator may be deemed as breach or default hereof by the Department.

4.09 Account Replenishment

The Imprest Operating, Imprest Payroll and Imprest Checking Accounts shall be maintained on an Imprest (i.e., an advance of County funds for County purposes) basis. Disbursement from the Imprest Checking Account shall be listed on the Operator's letterhead indicating check number, date issued, payee amount, and expense classification, with original copies of invoices, delivery slips and like documents attached. The operator shall similarly prepare separate listings of reimbursable disbursements from the separate petty cash fund, if so authorized, which shall be paid to the Operator by the County upon approval by the Department.

4.10 Replenishment of Imprest Operating Account

The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts established pursuant to this Agreement, deposited directly into said Imprest Operating Account. Such replenishment shall be based upon a Request for Imprest Operating Account Replenishment in the form shown in Exhibit F hereto ("Request for Replenishment"), prepared by the Operator, covering Reimbursable Operating Expenses paid for the seven-day period beginning each Sunday and ending each Saturday during the term of this Agreement. Such Request for Replenishment shall contain the following:

Section A – Amount of Replenishment: The total value of invoices reflected on approved Daily Invoice Reports paid during said seven-day period.

Section B – Daily Invoice Report: Including daily totals processed during the weekly period.

Section C – Payroll Summaries: Summarizing attached payroll registers.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Request for Replenishment of approved Reimbursable Operating Expenses reflected on Daily Invoice Reports shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating Account to cover Reimbursable Operating Expenses supported by invoices or as otherwise provided herein. Payment shall be made by check drawn on the Imprest Operating Account paying only approved invoices reflected in the Request for Replenishment approved by the Department. The Operator shall deliver copies of the Imprest Operating Account check register to the Department within three (3) business days of their production in the ordinary course of operations of the Operator.

The Operator shall maintain separate paid invoice files for the operations covered by this Agreement and said paid invoices files including supporting documents, such as but not limited to purchase orders, shipping and receiving slips, and the like, shall be County Property, held in fiduciary possession by the Operator. The Operator shall deliver to the Department all paid invoices related to the operations pursuant to the Agreement, not previously provided to the Department pursuant to other provisions hereof.

4.11 Request for Replenishment – Payroll Related Costs

In accordance with the pay period frequency approved pursuant to Article 4.01, the Operator shall pay from its own funds and request reimbursement for the cost of employer paid payroll taxes and employee fringe benefits of the Operator. Said request for Reimbursement shall be prepared in accordance with the timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Request for Reimbursement covering reimbursable employer paid payroll taxes and employee benefits shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstance. The Operator shall be reimbursed for employee severance pay and for the cost of fringe benefits earned or accrued for employees of the Operator at the Facilities during the Term of this Agreement. The Operator shall not be reimbursed for severance pay and for the costs of fringe benefits earned or accrued by an employee while employed by the Operator other than at the Facilities and will not be reimbursed for severance pay and the cost of fringe benefits earned or accrued by non-reimbursable employees. Such reimbursements shall only be made if such pay or benefits are included in and consistent with the Employee Manual submitted to the Department as required in Article 6.04 of this Agreement. No less than quarterly, the Operator shall prepare a detailed reconciliation of actual payroll and related costs and deliver same, along with copies of corresponding Request for Replenishment and Federal and State quarterly tax returns to the Department no later than twenty (20) days following the close of every calendar quarter.

4.12 Special Requests for Reimbursements – Other Costs:

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

4.13 Special Requests for Payment – Operator Compensation:

The Monthly Management Fees shall be billed through a special request for payment on the Operator's letterhead, signed by the General Manager summarizing fee compensations, in accordance with Article 5 and accompanied by the financial statements in accordance with Articles 3.06 and 3.09.

The Department shall withhold payment of the Monthly Management Fee until all the requirements of this Article 4.13 are met.

4.14 Procedures Manuals:

Unless otherwise specifically addressed in this Article 4, invoices for authorized costs incurred in operations controlled by the Operator, including payroll, shall be processed in accordance with the normal procedures and controls of the Operator, contained in the Operator's procedures manuals, subject to required accounting and internal control procedures in Exhibit C. The Operator shall provide the Department with copies of all such procedures manuals. Any subsequent modifications thereto shall only be made with the prior written approval of the Department.

4.15 Non-reimbursable Expenses:

Unless otherwise approved as part of the Annual Operating Budget or specifically authorized in writing in advance by the Department, the Operator shall not be reimbursed for expenses of the following and of the like kind:

A. The Operator's overhead including corporate taxes and cost allocations.
B. The Operator's legal and accounting fees; provided, however, fees related to specific accounting requirements of this Agreement and legal fees and associated costs incurred in actions in which the County is at interest or the Operator's acts performed pursuant to the Management Agreement are at interest, shall be reimbursable hereunder, if approved in advance by the Director.
C. Charitable and political contributions.
D. Travel not part of the normal course of business of the Operator under this Agreement; provided, however, that all travel to be reimbursed must have been approved in advance by the Department.
E. Corporate public relations, gifts, dues, memberships and entertainment.
F. Any penalties, assessments or fines issued by any court or authorized government entity or agency, unless such results from the direct action or inaction of the County, except when the County is acting in its governmental capacity.
G. Bonds.

H. Insurance.

4.16 Cash Losses:

All cash losses, including losses arising out of the criminal acts of employees of the operator or third parties, shall be the responsibility of and be reimbursed by the Operator. Copies of filed police reports must support the exclusion of criminal act losses.

4.17 Prompt Payment:

The Operator shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions and so as to comply with the "Florida Prompt Payment Act" part VII, Chapter 218, Florida Statutes. All discount, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. The Operator shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, the Operator has been unduly delayed in making payment of such obligation by action or inaction of the County.

4.18 Timely Payment:

All payments required to be made to the Operator by the County hereunder shall be due and payable in accordance with the guidelines of the "Florida Prompt Payment Act" part VIII, Chapter 218, Florida Statutes and of billing from the Operator as provided herein; however, that the County may withhold payment of those portions of any billings which, in good faith, are in question or dispute. The Department shall advise the Operator in writing of any such questioned or disputed portions of a billing within the guidelines of the "Florida Prompt Payment Act" payment period and shall remit the undisputed balance provided for herein.

ARTICLE 5 - Compensation to the Operator

5.01 Monthly Management Fee:

The County shall pay to the Operator, as consideration for managing and providing the services required herein, a fixed Monthly Management Fee of $39,011.00, payable upon billing by the Operator, in accordance with Article 5.01 hereof after the end of each calendar month of this Agreement. Payment for any partial months shall be prorated. As of the anniversary of this initial term of this Agreement, the Department may but is not obligated to increase the Monthly Management Fee by a percentage amount up to the percentage change in the

Consumer Price Index for the greater Miami area for the prior twelve (12) month period.

5.02 Service Expansion:

If the annual employees pay hours or platform miles increases or decreases by more than 10%, the Operator and the Department agree to meet and renegotiate the Management Fee to take into account any increases or decreases in the resulting workers compensation and vehicle liability costs.

ARTICLE 6 – Personnel

6.01 General Manager

The following requirements apply to the General Manager:

1. Management shall employ at the Airport a General Manager, authorized to represent and act for Management in matters pertaining to Management's operations and activities and otherwise carry out the provisions of this Management Agreement. All instructions and notices given by the County to such General Manager shall be as binding as if given to Management, and all statements made by such General Manager or acting General Manager shall be as binding as if made by the Management.

2. The General Manager shall be a full-time employee of Management based in the Terminal complex, devoting his or her time exclusively to managing Management's operations at the Airport, and have overall responsibility for the work to be performed by Management under this Management Agreement. The Manager shall be available during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m.) and shall be on call at all times for emergencies by carrying a pager or cellular phone. Vacations and extended absences to be taken by the General Manager shall, at all times, be subject to the prior approval of both the Operator and the Department.

3. When the General Manager is off Airport property, an acting General Manager shall be designated and always available to the County on site to act in the capacity of the General Manager. The County shall be advised, in writing, of the names of all acting General Managers.

4. Management shall advise the County in writing of the name and qualifications of its intended General Manager at least thirty (30) days before hiring any substitute or replacement General Manager. The County shall have the right, in its sole discretion, to approve or reject any General

Manager selected by Management. During the term of the Agreement, Management shall promptly transfer from the Airport any General Manager if the County advises in writing that such manager is objectionable to the County.

5. The General Manager shall routinely, and when reasonably requested by the County, inspect the areas covered hereunder to ensure that Management's performance generally satisfies the requirements of the Management Agreement.

6. General Manager must be capable of interpreting the requirements and standards set forth in this Agreement and possess the financial, monitoring, communication, and reasoning skills needed to effectively manage the work to be performed under this Management Agreement.

7. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Premises.

8. Paging units which may be reached by telephone paging must be provided for the General Manager and for each supervisor on each shift.

6.02 Personnel:

Subject to the Annual Operating Budget and such other approvals as the Department may from time to time, require, the Operator shall recruit, screen and employ such full time, part time and consultant personnel as are required for the Operator to competently fulfill its obligations under the terms of this Agreement. The Department shall have the right to approve personnel to be employed in designated classifications. The Department at is sole discretion may require the Operator to interview and consider maintaining some or all of the existing employees. The Operator shall not employ any employees that are relatives of the Operator, Related Parties and/or relatives of employees who are reimbursable hereunder, without the specific approval of the Department.

Employees of the Operator, employed under this Agreement, shall not be assigned or perform any other duties for the Operator except as directly related to providing the services hereunder. Further, any employees of the Operator employed in connection with other agreements or business activities of the Operator shall be physically separated from the employees of this Operator performing under this Agreement.

The Operator has a continuing obligation to advise the Department of any changes, intended or otherwise, to the key personnel identified in its Proposal. The Department reserves the right, by written notification to the Operator, to increase or decrease the number of employee utilized by the Operator in each

shift, or the number of shifts required per day, or change the hours of each shift.

6.03 Personnel Standards:

The Operator shall properly control its employees, who shall present a clean, neat and professional appearance at all times and discharge their duties in a cooperative, safe, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for continued employment of all employees of the Operator hereunder. The Operator shall require all personnel, except non-public contact and managerial employees to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name as an employee of the Operator and, if appropriate, displaying an employee number or title. The Operator shall also require all its personnel except non-public contact and managerial employees to be properly uniformed. All uniforms shall be subject to the prior approval of the Department. In addition, the name and employee number of the driver shall be prominently posted inside their vehicle during any vehicle operation hereunder.

6.04 Employment Procedures Manual:

The Operator shall, within thirty (30) days following the date of this Agreement as stated on page 9 hereof, revise the existing Employment Procedures Manual covering policy subjects as but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Procedures Manual shall be subject to review and written approval by the Department, and may be subsequently amended by the Department, on behalf of the County, determines, in its sole discretion, to be necessary or appropriate. The Manual must be in compliance with Department policy on affirmative action and equal employment opportunities. The Operator shall comply with and shall not change any provision of the Employment Procedures Manual without the written approval of the Department which approval may be withheld for any or no reason. The Operator shall take such employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require.

6.05 Restricted Area Access – Identification Badges:

The Operator shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as part of their regularly assigned duties, and shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Operator or Airport assignment and upon termination of this Agreement. The Operator shall promptly

report to the Department the names of all persons who were employed by the Operator from who they were unable to obtain the return of Department issued identification badges. In the event that identification badge is not returned, the Operator shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require the Operator to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for such badges.

6.06 AOA – Right to Search:

It is understood that the Department has a strong interest in maintaining airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. The Operator agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. The Operator further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties to enter the AOA unless and until such employee has executed a written Consent to Search Form acceptable to the Department. The Operator pursuant to this Agreement shall not employ persons not executing such Consent to Search Form.

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

The Operator acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidences of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

6.07 AOA Driver Training:

Before the Operator shall permit any employee to operate a motor vehicle on the AOA, the Operator shall require such employee to have a current valid, appropriate Florida Drivers License and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida Driver's License.

6.08 Federal Agencies Right to Consent:

The Operator understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding that may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Operator in areas under the jurisdiction or control of such Federal Inspection Agencies.

6.09 Employment Related Examinations:

The Department shall have the right to require the Operator to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist the Operator in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques for determining the honesty of employees.

6.10 Tips and Gratuities:

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

6.11 Relationship of Parties:

Officers, agents, and employees of the Operator shall not be deemed to be employees of the County for any purpose whatsoever nor shall officers, agents and employees of the Operator be deemed to be third party beneficiaries of this Agreement.

6.12 Wage Rates:

All employees of the Operator shall be paid at rates not to exceed those established in the approved Annual Operating Budget approved by the Department.

6.13 Employee Relations Expenses:

The Operator shall not be reimbursed by the Department for any legal or other services with respect to employee relations matters applicable to employees of the Operator.

6.14 Language Requirements:

The Operator shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to read, write, understand and communicate in clearly understandable English, and both English and Spanish must be spoken by at least one (1) employee at the Facilities when in operation, unless otherwise approved by the Department. The Operator shall utilize such test or procedures satisfactory to the Department, to ensure compliance with the provision.

6.15 Time Clock:

The Operator shall provide a recording-type time clock for use by all hourly employees. The installed location of the time clock shall be subject to approval by the Department. The Operator shall require employees to clock in or out within a ten (10) minute span at shift change time; not earlier than five (5) minutes before or five (5) minutes after the specified time, unless some other procedure or time recording device is authorized in the approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirements for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate. The Department further reserves the right to monitor the sign in and sign out by employees.

6.16 Other Agreements:

The Operator shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which or could in any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities or reimbursable employees of the Operator hereunder or any other matter dealt with the Employment Procedures Manual pursuant to Article 6.04 hereof, or to delegate or assign other party the right to make decisions as to such matters.

6.17 Alcohol and Drug Testing:

The Operator acknowledges that the County, as a public agency, has the obligation to establish a drug free workplace and to establish policies and programs to ensure Airport safety and security. The Operator acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittee, Licensee, Management Companies, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Operator shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs.

Further, to the extent permitted by law/and or contract, the Operator shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to other provisions of this Agreement, to operate any type or kind of vehicle on the AOA. The Operator shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s), which may serve as a bar to the Operator's implementation of its obligation hereunder. Notwithstanding the above, the Operator specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

6.18 Employee Training:

The Operator shall, on an ongoing basis, provide effective customer service training for all personnel having public contact using corporate developed programs.

ARTICLE 7 - Special Provisions

7.01 Standards of Operations:

The Department shall have the exclusive right to approve, establish, add, delete and revise the hours of operation, additional transportation services and standards for the type and quality of the Services, maintenance standards and other matters pertaining to operations and procedures under this Agreement. The Operator shall periodically make recommendations concerning these matters to the Department; however, the decision of the Department on any such matter shall be final.

7.02 Revision of Operation Programs:

The Department is planning to implement a number of programs and improvements relating to services provided under similar agreements, including joint purchasing arrangements and back office computer systems integrated with other computer systems of the Department, and other programs impacting operations, and Reimbursable Operating Expenses. The Operator shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and improvements and all expenses borne by the Operator in connection herewith shall be either a Reimbursable Operating Expense or a reimbursable capital cost as provided herein.

7.03 Policy and Procedures Manuals:

The Operator shall develop and submit to the Department for its review and approval such policy and procedures manuals, which, when approved, shall become the property of the County, as are necessary and appropriate to govern the

operation and maintenance of the Facilities and the provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

(A) Courtesy policies governing the treatment of customers and the handling of complaints.
(B) Employee Training Manuals.
(C) All manuals and procedures related to back office support, integration with the Operator's corporate systems and procedures, maintenance and cleaning standards.
(D) Receiving procedures.

Within fifteen (15) days after the date of this Agreement as stated on page 9 hereof, the Operator shall submit to the Department copies of all existing written manuals, policies and procedures effecting its operations at the Airport for review and approval, disapproval or modification by the Department. Once the Department approves any policy and procedures manual required herein, it should not be modified or amended without the further approval of the Department.

7.04 Commodities and Equipment:

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

7.05 Injury or Damage:

In the event of any injury to any person or loss or damage to any property while performing the services hereunder or in the Facilities, the Operator shall immediately notify the Department and promptly furnish copies of relevant reports in connection herewith.

7.06 Consulting Assistance:

The Department reserves the right to require the Operator to provide specialized consulting assistance and advice with the regard to the performance and development of services, beyond that normally expected from the Operator under the terms of this Agreement. Upon the direction of the Department, the Operator shall engage special consultants to assist in market research, purchasing and other matters related to the services provided hereunder or similar or related services and all costs and expenses thereof shall be Reimbursable Operating Expenses

hereunder. Any travel expense costs that may be incurred by the Operator or special consultants in connection with such special consulting services shall be considered an item of Reimbursable Operating Expense, subject to the travel expense limits as set forth in County Administrative Order 6-1. All such travel and related expenses shall be subject to prior written approval by the Department.

7.07 Capital Inventories:

On or before the effective date of this Agreement as stated on page 9 hereof, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and the Operator will cause an inventory to be taken listing all items of property with a cost or value in excess of two hundred dollars ($200.00) and having a normal useful life in excess of one (1) year, made available by the Department to the Operator to be used in the operation hereunder of in the Facilities or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. The Operator shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearance or other losses of property from inventory. The Operator, throughout the term of this Agreement, shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing, of all additions to or deletions from the inventory. Following the completions of each inventory required herein, except that required prior to the effective date of this agreement, the Operator shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be construed to authorize the Operator to dispose of any capital property of the County without the prior approval of the Department.

7.08 Complaints:

The Operator shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and the Operator's response thereto.

7.09 Permits and Licenses:

The Operator shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder.

7.10 Right to Audit:

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at anytime, to audit, check, inspect and review all operating procedures of the Operator hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, sales contracts, work papers, and supporting documents relating to the operations of the Operator hereunder,

and other pertinent information as may be determined to be needed or desirable by the Department.

7.11 Purchasing:

The Operator shall solicit not less than three (3) informal bids or quotes for all purchases of goods, excluding purchases of resale merchandise, and food products used in production, and services used in the operation of the Facilities hereunder, unless waived by the Department, in its sole discretion, and shall make such purchases from the vendor quoting, bidding the lowest amount, unless otherwise approved by the Department. The Operator shall maintain all quote information on file and provide to the Department such documentation of such bids/quotes as the Department may require.

7.12 Contracts/Agreements:

The Operator shall obtain three (3) quotes for any and all contracts or agreements to be entered into by the Operator solely to support operations of the Services hereunder or relative to the provision of Maintenance Service. All such contracts or agreements shall be approved in writing in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable upon notice to the County upon direction of the Department.

7.13 Demand Services Operator Use of Facilities:

In the event that the Operator or a Related Party is awarded the Airport's Demand Ground Transportation Services Agreement, the Operator will insure that the Facilities herein will not be used for the demand services, unless approved by the Department. Such approval shall be subject to the payment of prevailing rents for exclusive use of space and fees and charges for use of common facilities. Such common facilities may include, but not limited to, vehicle washing equipment, fuel storage and pumping equipment, maintenance bays, painting booth, employee parking and vehicle storage facilities. In the event the Demand Ground Transportation Services Agreement is awarded to a third party as carrier, the Department reserves the right to provide the same type of facilities to said third party and the Operator shall in no manner disturb the quiet enjoyment of such third party.

ARTICLE 8 - Maintenance by the Operator

8.01 Cleaning of Facilities:

The Operator shall maintain and keep the Facilities clean at all times. If the Facilities are not properly maintained and kept clean, in the opinion of the Department, the Operator will be so advised and shall take immediate corrective action.

8.02 Repair of Damage:

The Operator shall repair all damage to the Facilities caused by the Operator, its employees, agents, independent contractors or patrons or as result of the provision of services hereunder. Unless such damage is due to the negligence or misconduct of the Operator or its employees, the cost of repairs shall be considered a Reimbursable Operating Expense.

8.03 Maintenance and Repair:

The Operator shall maintain and repair the interior of the Facilities, and shall make all repairs as required in and about the Facilities, including, but not limited to, painting doors, windows, fixtures, furnishings, pavement, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same good order and condition, subject to ordinary wear and tear. The cost of such repairs, not including labor, otherwise paid pursuant to this agreement, will be deemed to be a reimbursable expense or payable pursuant to Section 9.03, Imprest Capital Outlay Account.

8.04 Extraordinary Maintenance:

The Operator shall not undertake any maintenance work, which can be expected to cost more than one thousand dollars ($1,000), without the advance written approval of the Department. The Department may, at its option, choose to have the work done by its own forces or by contract or to require the Operator to perform or contract the work.

8.05 Alterations and Signs:

The Operator shall not alter the facilities in any way whatsoever; erect any signs or permit any advertising of any nature on or within the Facilities without prior written approval from the Department.

8.06 Garbage and Trash Disposal:

The Operator shall remove from the Facilities all garbage, trash and refuse of any nature which might accumulate and arise from the operations hereunder. Such garbage, trash and refuse shall be stored and disposed of only the manner approved by the Department.

ARTICLE 9 - Capital Outlay Expenditures

9.01 Improvements to the Facilities:

When requested by the Department, as authorized pursuant to Section 125.012 (24), Florida Statutes, the Operator shall contract for the design and construction of

refurbishment, renovations, improvements and additions, which the Department feels are needed for the Facilities. The Operator shall at all times follow procedures and requirements established by the Department for design, construction and reimbursement. All improvements are to be performed in accordance with the South Florida Building Code and other applicable laws, ordinances, regulations and procedures.

9.02 Vehicles and Other Capital Operating Equipment:

Subject to a separate annual capital equipment budget and a vehicle replacement program to be developed by the Department and the Operator, the Operator shall acquire for the County such equipment and vehicles as shall be needed and used solely in connection with provision of the services hereunder. The Operator shall develop, for approval by the Department, specifications for the acquisition of such required equipment and vehicles and shall furnish such specifications to the Department; the Operator shall obtain competitive quotations, proposals or bids from acceptable vendors. The Operator shall be required to document, in writing, the reasons why it may or may not consider certain vendors to be acceptable. Upon receipt at the Airport, all such equipment and vehicles shall become the property of the County.

9.03 Imprest Capital Outlay Account:

The County shall establish, in its name and to its credit, an Imprest Capital Outlay account to be used exclusively for payment by the Operator by check of the costs related to the design and construction of improvements of the Facilities, and the acquisition of capital equipment, pursuant to this Article 9, such as payments to be processed in accordance with the procedures described in Exhibit C hereto. The Imprest Capital Outlay Account shall be funded from time to time by the County in such amount as shall be necessary to pay the costs hereunder when due. The Department shall designate authorized signatures for the Imprest Outlay Account, including such County, Department, and the Operator representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Bank statements and canceled checks pertaining to the Imprest Capital Outlay Account shall be sent directly to the Department. The Operator shall pick up said documents no later than the seventh (7^{th}) day of each month thereafter. Costs pursuant to this Article shall not constitute a Reimbursable Operating Expense as defined in this Agreement.

9.04 Contracts Assignable:

All contracts, purchase agreement and purchase orders entered into by the Operator for the purchase of goods, parts, capital equipment and services, pursuant to this Article 9 or otherwise pursuant to this Agreement, valued at one thousand dollars $1,000 or more, shall be assigned by the Operator to the County

or others as designated by the Department, upon the request of the Department and upon termination of this Agreement. All such contracts, purchase agreements and purchase orders shall contain language acceptable to the Department, reflecting that they are assignable as provided herein. Upon such assignment, the Operator shall be relieved from any further responsibility to the County under such contracts, agreements and orders.

ARTICLE 10 - Maintenance by the Department

The Department shall operate and maintain all components of the existing air conditioning, chilled and hot water, portable water, sanitary sewage and storm water drainage facilities that lie outside the boundaries of the Facilities. The Department shall be responsible for the maintenance of the roofs, exteriors of all buildings in which Facilities are located and the replacement of major components serving such Facilities.

ARTICLE 11 - Bonds

11.01 Performance Guarantee:

Within twenty (20) days of the date of this Agreement as stated on page 9 hereof, or prior to the commencement of operations by the Operator hereunder, whichever occurs first, the Operator shall provide the County with a Performance Bond, irrevocable letter of credit or other type of security, acceptable to the Department and so endorsed as to be readily negotiable by the County, in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000), plus any State sales taxes as may be applicable and required by law. Such Guarantee shall be kept in full force throughout the terms of this Agreement and any extension thereof. The Department may increase or decrease the amount of the Guarantee upon experience and the potential for loss, based on improper or non-performance by the Operator.

ARTICLE 12 – Indemnification

The Operator shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities 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 performance of this Agreement by the Operator or its employees, agents, servants, partners, principals or subcontractors. Operator 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. Operator

expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Operator shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 13 - Insurance

13.01 Insurance Required:

Prior to execution of the Agreement by the County and commencement of the Agreement, the Operator shall obtain all insurance required under this Article and submit it to the Miami-Dade Aviation Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the term of the Agreement.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Operator's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the County determines that such coverage is necessary or desirable.

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

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Comprehensive General Liability in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $1,000,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is the Operator allowed on the Airside Operation Area without increasing automobile coverage to $5,000,000 as approved by MDAD Risk Management.

The County reserves the right in its sole discretion to waive the insurance coverage described in Sub-Article 13.01 (B), and (C) above. Nothing herein will relieve the Operator of liability assumed by this Agreement.

13.02 Insurance Classifications:

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Operator under this Agreement.

13.03 Certificates of Insurance:

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

a) the Operator has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require the Operator to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Operator.

13.04 Certificates of Renewal:

The Operator shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to the Operator. In the event the Department exercises its right to assume direct responsibility for any of the required insurance coverage, the Operator shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve the Operator of its liability and obligation under any other portion of this Agreement.

13.05 Certificates of Continuity:

The Operator shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the lease period, the Operator shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD Risk Management.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

13.06 Cancellation of Insurance:

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

13.07 Other Insurance Indemnification:

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

13.08 Operator Liable:

Compliance with the requirements of this Article 13 shall not relieve the Operator from its liability under any other portion of this Agreement.

13.09 Right to Examine:

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

13.10 Personal Property:

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

13.11 Survival of Provisions:

The provisions of this Article 13 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 - Assignment

14.01 No Assignment, Subletting or Sale of Controlling Interest:

The Operator shall not assign, transfer or sell its controlling interest ("Ownership"), or pledge or otherwise encumber the Agreement or any of the rights, privileges and obligations of the Operator hereunder, without approval of the Department.

ARTICLE 15 - Trademark and Licenses

The County may from time to time, permit the Operator to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Operator and the Department, on behalf of the County, granting the Operator the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees thereof; the County may likewise license from the Operator the use of certain trademarks which the Operator has previously created, without a requirement for the payment of any additional fees or compensations to the Operator for such license. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or other intellectual property in the using party.

ARTICLE 16 - Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Operator at the Airport, which results in the curtailment or discontinuance of services performed hereunder, the Department shall have the right, during said period, to cause the services required to be provided under this agreement to be performed by others without liability to the County or the Operator. During such period, this Agreement may be abated or terminated at the discretion of the County.

ARTICLE 17 - Termination by the County

17.01 Automatic Termination:

This Agreement shall be automatically terminated upon the occurrence of any of the following:

A. Abandonment by the Operator of, and unless approved in advance by the Department, discontinuance of operations hereunder for more than twenty-four (24) hours.

B. Unless waived by the Department in writing, the bringing of any action by the County against the Performance Bond required pursuant to Article 11.01 hereof.

17.02 Default Termination:

The County shall have the right to terminate this Agreement upon not less than five (5) days written notice to the Operator, upon occurrence of any or more of the following, unless the same is cured within the notice period.

A. Failure of the Operator to properly deposit monies or to provide reports, receipts, records, and books of accounts, summaries or audits as required under this Management Agreement.

B. The conduct by the Operator of any business, offering of any service or sale of any service or product not specifically authorized herein.

C. Nonperformance by the Operator of any other covenant of this Agreement (the period of time granted by the Department for a cure of defaults in this instance shall be reasonable based upon the circumstances, in the judgment of the Department).

D. The occurrence of an illegal act while performing services or within the Facilities of which the Operator had prior knowledge or could reasonably have been expected to have prior knowledge of and failed to correct and bring to the attention of the Department or other competent authority.

E. The entering by the Operator into any agreement, understanding, arrangement, or contract, whether written or oral, for referral of customers or potential customers to hotels, restaurants, shops, entertainment or services off the Airport.

17.03 Other Termination:

The County or the Operator shall have the right to terminate this Agreement including the further payment of not yet obligated Operator Compensation and Reimbursable Operating Expenses upon five (5) days written notice to the other party, without liability by one party or the other, at any time after the occurrence of one or more of the following:

A. Issuance by any court of competent jurisdiction of an injunction substantially restricting continuance of the provision of services by the Operator under this Agreement.

B. Assumption by the United States Government or any authorized agency thereof or any governmental agency, of the operation, control or use of the Airport facilities or any substantial parts thereof, in such a manner as to substantially restrict services and operations under this Agreement.

C. Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an Act of God, the public enemy or other circumstances.

17.04 Drug Free Workplace:

The Operator acknowledges, that as part of its Proposal, it provided to the County a Drug Free Workplace Affidavit, certifying that it is providing a drug free workplace for its employees, as required by Section 2-8.1.2 of the Code, as amended by Miami-Dade County Ordinance No. 00-30. The County shall have the right, upon thirty (30) days written notice to the Operator, to terminate this Agreement in the event the Operator fails to provide, as of each anniversary of the effective date of this Agreement, the annual re-certification affidavit as required. Failure to comply with this policy may result in debarment of the Operator, for knowingly violating this policy or falsifying information. Debarment may also result from the following:

A. That the Operator has made a false certification in its execution of the Affidavit submitted with its Proposal or in its annual re-certification as required by the Ordinance.

B. That the Operator has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

C. That such a number of employees of the Operator has been convicted of violations occurring in its workplace(s) as to indicate that the Operator has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

17.05 Family Leave Program Certification:

Pursuant to Miami-Dade County Resolution No. R-183-00 amending Resolution No. R-1499-91, Operator shall, as a condition of award, provide written certification that the firm, entity, or joint venture provides family leaves to their employees as required by the County Family Leave Ordinance. Failure to provide the required certification shall preclude the Operator from receiving the contract. Any violation of this ordinance may result in debarment. The County shall have the right to terminate this Agreement, upon thirty (30) days advance written notice to the Operator, in the event the Operator fails to provide, as of each

anniversary of the effective date of this Agreement, an annual recertification affidavit that it is providing and will continue to provide such family leave program.

ARTICLE 18 - Termination by the Operator

The Operator shall have the right to terminate this Agreement upon the occurrence of any one or more of the following, unless cured within the notice period:

(A) Upon not less than five (5) days written notice to the Department, for failure of the County to deposit sufficient funds into the Imprest Operating Account to cover approved Request for Replenishment, pursuant to Article 4.1 hereof.

(B) Upon not less than five (5) days written notice to the Department, for failure of the County to make any payment or reimbursement to the Operator, within twenty (20) days of the due date; provided all or part of a particular payment of reimbursement expense is not being questioned, objected to or contested by the Department, in good faith, and provided the County does not make an appropriate partial payment for the uncontested portion of the reimbursement.

(C) Upon not less than thirty (30) days written notice to the Department, for any other breach by the County of any other material terms, covenants or conditions of this Agreement and failure to cure, etc.

ARTICLE 19 - Damage or Destruction to Facilities

If, in the sole determination of the County, the Facilities or a substantial portion thereof are rendered unfit or unusable for the use and purpose for which this Agreement is granted, without fault on the part of the Operator, the Department shall have right to terminate this Agreement, upon five (5) days notice in writing, without liability to the Operator.

ARTICLE 20 - Nondiscrimination

20.01 Employment Discrimination:

The Operator shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color, national origin, religion, ancestry or disability. The Operator shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to provisions pertaining to employment (42 U.S.C.12101)

20.02 Nondiscriminatory Access to Service:

The Operator, for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant of this Agreement: (1) that no person on the grounds of race, color, age, sex, religion, national origin, ancestry or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the services or Facilities provided hereunder; (2) that in the furnishing of services hereunder, no person on the grounds of race, color, age, sex, religion, national origin or ancestry, or disability shall be excluded from participation in denied the benefits of or otherwise be subjected to discrimination; and (3) that the Operator shall use the Facilities and provide services in compliance with the Americans with Disabilities Act (42 U.S.C.12101) and all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

20.03 Breach of Nondiscrimination Covenants:

In the event it has been determined that the Operator has breached the nondiscrimination covenants contained in Article 20.01 and 20.02 above, pursuant to the complaint procedures in the applicable Federal Regulations, and the Operator fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Article 20.02 hereof.

ARTICLE 21 - Rules and Regulations

21.01 The Operator, notwithstanding anything to the contrary contained herein, shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Miami Dade County, Florida, as the same may be amended from time to time, Operational Directives issued there under, all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs development in compliance therewith, which may be applicable to its operations or activities under this Agreement.

21.02 Violations of Rules and Regulations:

The Operator agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or

officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Operator, its agents, employees or invitees, have violated any law, ordinance, regulation or rule, described in Article 21.01 above and any plan or program developed in compliance therewith. Any such penalty, assessment or fine shall only be a Reimbursable Operating Expense hereunder. The Operator further agrees that the substance of this Article 21.02 and Article 21.01 above, shall be included in every contract activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

21.03 County Owned Buses:

The Department shall be responsible for obtaining and maintaining proper titles, registrations and license tags on the buses and other equipment provided by the County. The Operator shall be responsible for complying with any present or future Federal, State or County inspection requirements in connection with such buses or equipment.

ARTICLE 22 - Civil Actions

22.01 Governing Law/Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami Dade County, Florida and any action to determine the rights or obligations or the parties hereto shall be brought in the courts of the State of Florida.

22.02 Notice of Commencement of Civil Action:

In the event that the County or the Operator commence a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Agreement, the Operator agrees to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4-c, Federal Rules of Civil Procedure. In such event the Operator agrees to submit to the jurisdiction of the court in which the action has been filed when initial service has been made in the following manner:

A. Upon the Operator: by personal service or by Certified Mail, Return Receipt Requested, upon General Manager or party indicated in Article 24.09 on behalf of the Operator, with a copy to the Operator's Office of General Counsel, 705 Central Avenue, Suite 300, Cincinnati, Ohio 45202.

In the event that the Operator raises an objection to service of initial pleadings provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to the County in such action, prior to answering the complaint.

22.03 Registered Office Agent: Jurisdiction:

Notwithstanding the provisions of Article 22.02 above and in addition thereto, the Operator shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes, If the Operator is a natural person, he and his personal representative submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 23 - Actions at Termination

23.01 Surrender of Facilities:

On or before the termination date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, the Operator shall vacate, quit and surrender and shall account for the Facilities, all furnishings, fixtures, equipment, vehicles, records, funds, inventories, commodities, supplies, parts and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

23.02 Amounts Due and Payable:

Upon termination of this Agreement, all amounts due and owing between the parties shall become immediately due and payable and any outstanding orders or contracts for goods and services, which cannot be canceled, shall be assigned by the Operator to the County or such other party as the Department shall designate.

23.03 Removal of Personal Property:

On or before the termination date of this Agreement, the Operator shall remove all its personal property from the Facilities. Any personal property of the Operator not moved in accordance with this Article, may be removed by the Department for storage at the cost of the Operator. Failure on the part of the Operator to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

ARTICLE 24 - Other Provisions

24.01 Payment of Taxes:

The Operator shall pay any taxes lawfully assessed against the Operator arising out of its operations hereunder; provided however that the Operator shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceeding instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default pursuant to Article 17.02.

24.02 No Possessory Interest:

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

24.03 Rights to be Exercised by the Department:

Whenever in this Agreement rights are reserved to the County, the Department may exercise such rights.

24.04 Administrative Modifications:

It is understood and agreed that the Department, upon written notice to the Operator, shall have the right to modify administratively and to revise the budget, reimbursement, replenishment and payment procedures, contained in Article 3 and 4 other technical requirements hereof, and the Exhibits hereto; provided however such revisions shall not have a materially adverse effect on the right of the Operator to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder, or on the security of the funds and assets of the County.

24.05 Approvals:

Whenever in this Agreement, approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action, It is understood by the parties hereto that due to the nature of this Agreement, where time may be of the essence, certain requests by the Department for services or actions by the Operator may have to be requested orally. The County shall not be bound by such oral requests unless such oral

requests are made by a representative of the Department so designated from time to time in writing by the Director or Deputy Director of the Department.

24.06 Security:

Subject to recommendations from the Operator as to reasonable and prudent security measures needed and approvals by the Department, the Operator shall be responsible for the security and protection of the Facilities, and the equipment, furnishings, commodities and supplies provided herein.

24.07 Rights of County at Airport:

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

24.08 Federal Subordination:

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

24.09 Notices:

Any notices given under provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested to:

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

To the Operator, in care of the General Manager:
Mr. Bill Sowards
First Transit, Inc.
4300 NW 14 Street, Suite 100
Miami, FL 33126

With a copy to:
Office of General Counsel
705 Central Avenue, Suite 300
Cincinnati, OH 45202

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

24.10 Severability:

If a Court of competent jurisdiction holds any provision of this Agreement of the application thereof to either party to this Agreement invalid, such invalidity shall not affect other provisions of this Agreement that can be given effect without the valid provision and to this end, the provisions of this Agreement are severable.

24.11 Authorized Uses Only:

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

24.12 No Waiver:

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

24.13 Right to Regulate:

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

24.14 Entirety of Agreement:

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

24.15 Inspections:

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

24.16 Independent Private Sector Inspector General:

The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Operator and the County in connection with this Agreement. The scope of services performed by the IPSIG may include but not limited to, monitoring and investigating compliance with specifications of this Agreement; costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the Agreement process, including but not limited to, design, establishment of bid specifications, bid submittal, activities of the Operator, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon seven (7) days written notice to the Operator from the IPSIG, the Operator shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Operator's possession, custody or control, which in the IPSIG's sole judgment, pertain to performance of this Agreement including but not limited to Agreement files, Amendment files, worksheets; proposals and agreements from and with all contractors and suppliers; all related correspondence, memoranda, instructions, financial documents and bid and contract 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.

The provisions in this section shall apply to the Operator, its officers, agents and employees. The Operator shall incorporate the provisions in this section in all

contracts and all other agreements executed by the Operator in connection with the performance of this Agreement.

Nothing in this section shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

24.17 Heading:

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

24.18 Binding Effect:

The terms, conditions and covenants of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their successors and assigns. These provisions shall not constitute a waiver of any conditions of Article 13 hereof.

24.19 Performance:

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by the Operator to complete performance within the time specified or within a reasonable time, if not time is specified herein, shall relieve the County of any obligation to accept such performance.

24.20 Living Wage:

The Operator shall comply with Section 2-8.9 of the Code of Miami-Dade County, Miami-Dade County Ordinance No. 99-44, and Administrative Order No. 3-30. The Operator shall (i) pay its covered employees the applicable hourly living wage rate, with or without health benefits, and (ii) comply with the administrative and records keeping required. The Operator shall also ensure that its Contractors and subcontractors comply with this Sub-Article and Exhibit H.

MANAGEMENT AGREEMENT FOR THE OPERATION OF THE EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT

IN WITNESS WHEREOF, the parties hereto have caused this Management Agreement to be executed by their appropriate officials as of the date first above written.

OPERATOR

First Transit, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary _____
(Signature and Seal)

By: _____
Operator - Signature

Michael Petrucci, Secretary
(Type Name & Title)

Name: Rick Dunning

Senior Vice President
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

Attest:

_____

Name of Managing Joint Venturer:

_____

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

MANAGEMENT AGREEMENT FOR THE OPERATION OF THE EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE BUS SERVICE AT MIAMI INTERNATIONAL AIRPORT

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

EXHIBIT A

FACILITIES MAP

3150	Offices
3151	Bus Maintenance Facility
3152	Fueling Station
3153	Wash rack

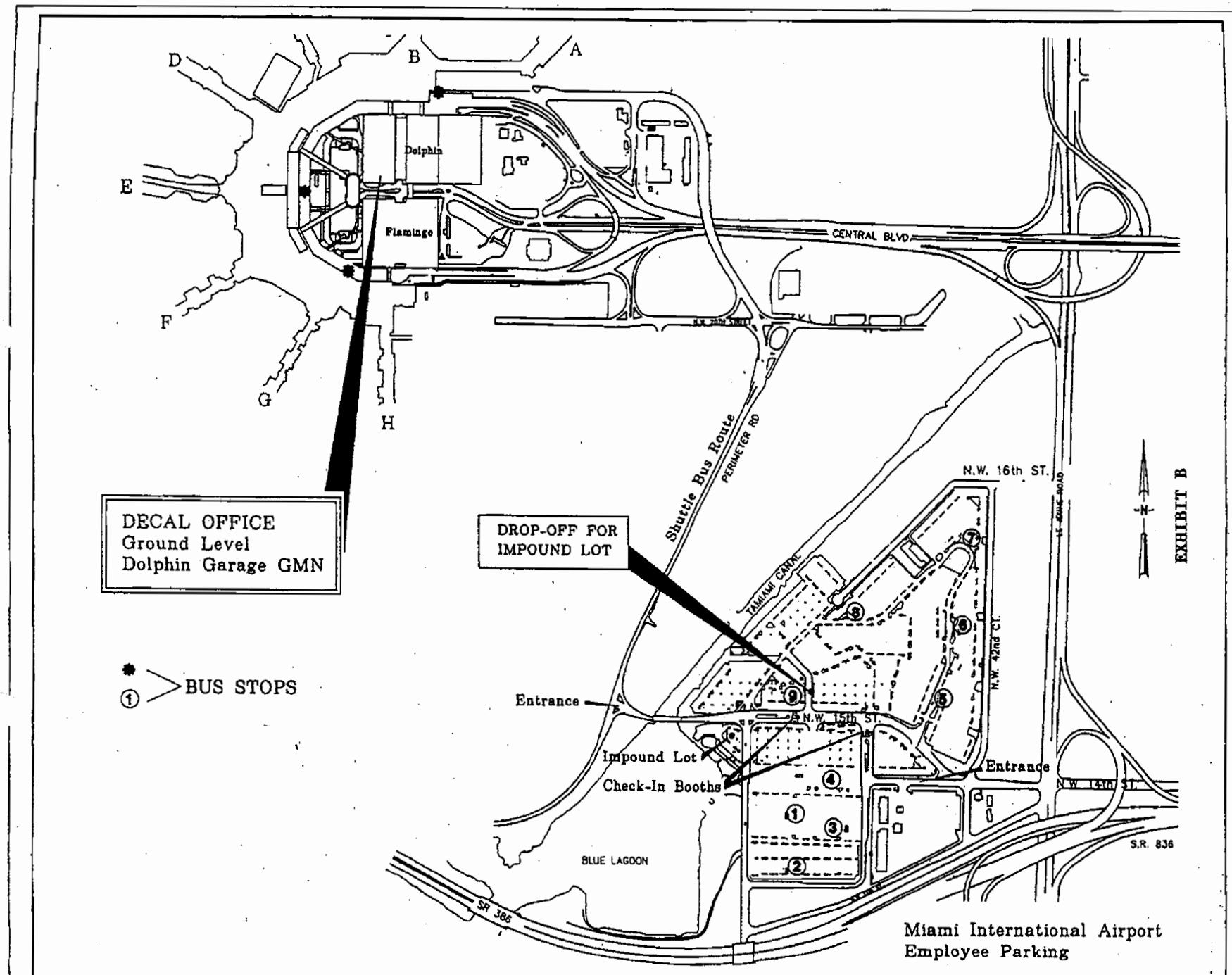
Exhibit A

Miami International Airport

Facilities Map

EXHIBIT B

SHUTTLE SERVICE BUSES


D
B
A
E
F
G
H
Dolphin
Flamingo
CENTRAL BLVD
N.W. 20th STREET
Shuttle Bus Route
PERIMETER RD
N.W. 16th ST.
LE JEUNE ROAD
EXHIBIT B
DECAL OFFICE
Ground Level
Dolphin Garage GMN
DROP-OFF FOR
IMPOUND LOT
TAMIAMI CANAL
N.W. 42nd CT.
BUS STOPS
Entrance
N.W. 15th ST.
Impound Lot
Check-In Booths
Entrance
N.W. 14th ST.
BLUE LAGOON
S.R. 836
SR 836
Miami International Airport
Employee Parking

19

EXHIBIT C

WEEKLY PERFORMANCE REPORT FORM

MAIMI-DADE AVIATION DEPARTMENT
WEEKLY PERFORMANCE REPORT
SERVICES MANAGED BY: (NAME OF COMPANY)

REQUEST #
(A/P)

DATE:

SECTION A: AMOUNT OF REPLENISHMENT

TOTAL EXPENSE INVOICE REPORT SECTION B:_____

TOTAL PAYROLL SUMMARIES SECTION C:_____

TOTAL REPAIR PARTS VOUCHER SUMMARY SECTION D:_____

TOTAL ACCOUNTS PAYABLE _____

TOTAL REPLENISHMENT TO OPERATING ACCOUNT ==========

SECTION B: DAILY EXPENSE VOUCHERS

MDAD CODE	VENDOR	INVOICE	AMOUNT
1.			
2.			
3.			

TOTAL:_____

SECTION C: PAYROLL SUMMARIES

NET PAYROLL W/E _____
PAYROLL TAXES _____
P/R DEDUCTIONS DISBURSED _____

TOTAL_____

SECTION D: SUMMARY OF REPAIR PARTS/SERVICE VOUCHERS

MDAD CODE	VENDOR	INVOICE	AMOUNT
1.			
2.			
3.			

TOTAL_____

Prepared By:_____

Reviewed By:_____

Approved By:_____

EXHIBIT C

EXHIBIT D

SUMMARY OF PHYSICAL INVENTORIES

Yearly

Miami-Dade Aviation Department

Services Managed By: (Company)

Summary of Inventories Consolidated

Item	Stock #	Opening Inventory	+ Purchases	- Used	= Book inventory	Physical Inventory	(Over) Short	$ Price	Total Value
Totals									

EXHIBIT E

DAILY INVOICE REPORT

(COMPANY)
AGED PAYABLES
DATE

VENDOR	INVOICE#	0-30	31-60	61-90	OVER 90 DAYS	AMOUNT DUE

EXHIBIT E

EXHIBIT F

REQUEST FOR REPLENISHMENT FORM

MIAMI-DADE AVIATION DEPARTMEN T
REQUEST FOR REIMBURSEMENT TO (COMPANY)
SERVICES MANAGED BY: (COMPANY)

REQUEST # DATE:

AMOUNT OF REIMBURSEMENT SECTION A:

TOTAL REPAIR PARTS VOUCHER SUMMARY SECTION B:

TOTAL PAYROLL SUMMARIES SECTION C:

TOTAL AMOUNT OF REIMBURSEMENT: _____

SECTION B: EXPENSE VOUCHERS/ANNUAL INSURANCE BILLINGS

MDAD CODE: VENDOR AMOUNT

TOTAL _____

PREPARED BY:

REVIEWED BY:

APPROVED BY:

EXHIBIT F

EXHIBIT G

CONDITION OF AWARD AFFIDAVITS

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE EMPLOYEE AND PUBLIC REMOTE PARKING LOT SHUTTLE SERVICE

PROJECT NUMBER RFP NO. MDAD-06-06

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared RICK DUNNING (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

FIRST TRANSIT, INC.
(Name of Entity)

705 CENTRAL AVE, SUITE 300 CINCINNATI, OH 45202
(Address of Entity)

23-1717619
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.

__X__ 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.

__X__ 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.

__X__ 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.

__X__ 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.

__X__ 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.

X 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.

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

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

(Signature of Authorized Representative)

Title SENIOR VICE PRESIDENT

Date APRIL 23, 2007

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 23 day of APRIL, 2007,

by RICK DUNNING, SENIOR VICE PRESIDENT,
(Authorized Representative)

of FIRST TRANSIT, INC,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Notary Stamp or Seal:

ALIETTE SASTRE
(Print Name)

Notary Commission Number:

My Commission Expires:

NOTARIAL SEAL STATE OF OHIO

ALIETTE SASTRE
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT H

LIVING WAGE SUPPLEMENTAL GENERAL CONDITIONS

MIAMI-DADE COUNTY
LIVING WAGES
SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. **DEFINITIONS**

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing

appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. **MINIMUM WAGES AND POSTING OF INFORMATION**

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

(1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered

Employee the difference between the two Living Wage rates for th term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rat must be annually indexed based on the Consumer Price Index (CPI) calculate by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not les than bi-weekly, and without subsequent deduction or rebate on any accour The covered employer shall pay wage rates in accordance with federal and s other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where sud contract work is being performed, a notice specifying the (1) wages/benefits to b paid; (2) the amount of liquidated damages for any failure to pay such specifie combined overall hourly wage rate and benefits; and (3) the name and addres of the responsible official in Miami-Dade County to whom written complain should be sent. Posting requirements will not be required where the employ prints the following statements on the front of the covered employee's paychec and every six months thereafter: "You are required by Miami-Dade County law t be paid at least [insert applicable rate under this Chapter] dollars an hour. If yo are not paid this hourly rate, contact your supervisor or a lawyer." All notices w be printed in English, Spanish and Creole. Any complaints of underpaymet must be filed in writing with the Director of the Department of Busines Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (30) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliatig against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business

Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;

(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. **PAYROLL; RECORDS; REPORTING**

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized

representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. **PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.