Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
9-18-07

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

RESOLUTION NO. R-1040-07

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes: (i) execution of the Third Amendment to the Nonexclusive Management Agreement for the Operation of the Public Parking Facilities at Miami International Airport, with Central Parking System of Florida, Inc. and WRP & Associates, Inc. doing business as Airport Parking Associates, which extends the current agreement on a month-to-month basis for a maximum term of three (3) months commencing September 29, 2007 and ending December 31, 2007, subject to the same terms and conditions of the agreement; (ii) the Mayor to execute the Third Amendment; (iii) the County Manager or designee to exercise or enforce any provision of the agreement or the Third Amendment during said extension, including cancellation provisions contained therein; and (iv) waiver of the competitive bid provisions of Section 5.03(D) of the Home Rule Charter and Administrative Order No. 3-38 related to the procurement of goods and services.

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The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez 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	absent
Joe A. Martinez	absent	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 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

By: KAY SULLIVAN
Deputy Clerk

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

David Stephen Hope

Memorandum

MIAMI-DADE COUNTY

Date: September 18, 2007

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

Agenda Item No. 14(A)(1)

From: George M. Burgess
County Manager

Subject: Third Amendment to Management Agreement for the Public Parking Facilities at Miami International Airport

RECOMMENDATION

It is recommended that the Board approve the attached Third Amendment to the Management Agreement between Miami-Dade County and Airport Parking Associates ("APA") for the Public Parking Facilities at Miami International Airport (the "Third Amendment"). It is further recommended that the Board authorize the Mayor, or his designee to execute said Amendment for and on behalf of the County and exercise any cancellation provisions therein. It is also recommended that the Board approve a waiver of County competitive bid procedures in accordance with Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Code of Miami-Dade County, as being in the best interest of the County.

SCOPE

The services to be performed will be located within Commission District 6, however the impact of this agenda item is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

The agreement amount for FY 2005-06 was $6,832,699 (includes $72,000 annual management fee), with a reported revenue of $31,466,301, resulting in a net benefit to the MDAD of $24,633,602.

TRACK RECORD/MONITOR

APA has been satisfactorily providing this service at Miami International Airport ("MIA") since the inception of the original agreement on October 1996. The Miami-Dade Aviation Department ("MDAD") staff member responsible for monitoring this project is Patricia Ryan, Director, Commercial Operations Division.

BACKGROUND

The Board, pursuant to Resolution No. R-64-97, awarded a management agreement (the "Agreement") to APA (a joint venture comprised of Central Parking Systems of Florida Inc. and WRP and Associates, Inc.), to operate the public parking facilities at MIA. The Agreement commenced on October 1, 1996 for a term of five (5) years and five (5) separate one (1) year renewals at the County's sole discretion.

A First Amendment to the Agreement was approved by the County Manager under Administrative Order 3-38 on September 21, 2006, which extended the Agreement through March 31, 2007. A

Second Amendment was approved by the Board of County Commissioners on March 6, 2007, extending the Agreement through September 28, 2007.

On December 2006, MDAD requested the Office of the Inspector General ("OIG") review certain allegations involving the current contract with APA. On May 10, 2007, the OIG issued preliminary findings and identified certain miscellaneous potential problems with the proposed new agreement. MDAD addressed those specific areas, and incorporated the OIG's recommendations, in addition to other terms and conditions to safeguard MDAD and the County, into the new agreement. Subsequently, the Airport & Tourism Committee considered an award recommendation for the new contract to APA, and forwarded it to the full Board without recommendation. The Board is scheduled to consider the award on today's agenda.

However, as the OIG has not yet finalized its pending investigation of the expiring contract, deferral of the award to APA is recommended, until the OIG report is finalized. Accordingly, the Third Amendment will extend the term of the Agreement, on a month-to-month basis not to exceed three (3) months. The Third Amendment also incorporates the corrective provisions included in the new contract. These include:

- certain expense reimbursement will be based on actual expenditures supported by receipts or other third-party documentation rather than on estimates;
- 401(k) plan reimbursement will be based on actual monthly costs of plan participation rather than a percentage of total gross salaries;
- workers compensation and general liability insurance expenditures will be based on actual premiums and coverage attributable to operations at Miami International Airport; and
- a provision for restitution and resolution of any related disputes is included if APA is found by audit or investigation to owe money to MDAD.

Upon completion of the OIG investigation, MDAD will assess the outcome and determine how it wishes to proceed with the pending award recommendation (Request for Proposals No. MDAD-02-06). Furthermore, given the pending expiration of the existing Agreement on September 28, 2007, it is strongly recommended that the existing Agreement be maintained, including the above referenced corrective provisions, until award of the new solicitation is finalized.

PROJECT:	Third Amendment to Management Agreement for the Public Parking Facilities at Miami International Airport
PROJECT NO.	N/A
USING AGENCY:	Miami-Dade Aviation Department
COMPANY NAME:	Airport Parking Associates – comprised of a joint venture of Central Parking Systems of Florida, Inc. and WRP and Associates, Inc.
COMPANY PRINCIPAL(S):	Emanuel Eads, President, James Bond, Vice President, Henry J. Abbott, Secretary, William R. Perry III, President (WRP & Associates)
LOCATION OF COMPANY:	Miami-Dade County, Florida (Central Parking Systems of Florida Inc.

registered in Nashville, TN; WRP and Associates, Inc. registered in Miami)

YEARS IN BUSINESS: 10 years

CONTRACT MEASURES: The Review Committee established Selection Factor for the original solicitation; however, APA was not eligible for the Selection Factor.

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:
Miami-Dade Aviation Department – APA
Jackson Public Health Trust – CPS
Department of Parks & Recreation – CPS

PAYMENTS TO THE COUNTY: The Agreement amount for FY 2005-06 was $6,832,699 (includes $72,000 annual management fee), with a reported revenue of $31,466,301, resulting in a net benefit to the MDAD of $24,633,602.

RECOMMENDED MODIFICATION: Extend the term of the Agreement on a month-to-month basis not to exceed three (3) months to begin September 29, 2007 through December 31, 2007.

OPTION(S) TO RENEW: N/A

LIVING WAGE: Yes

Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: September 18, 2007

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

SUBJECT: Agenda Item No. 14(A)(1)

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**

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

This third amendment to the nonexclusive management agreement to operate the public parking facilities at Miami International Airport (the "Third Amendment"), entered into this 29th day of September, 2007, by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Airport Parking Associates (the "Operator" or "APA"), a joint venture of Central Parking System of Florida, Inc. and WRP & Associates, Inc.

WITNESSETH:

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

WHEREAS on September 21, 2006, the County Manager of Miami-Dade County, Florida, pursuant to Administrative Order No. 3-38, authorized a first amendment to the Agreement with APA, for the operation of the parking facilities at Miami International Airport (the "First Amendment"), to provide a one hundred-eighty day extension to the Agreement, and which First Amendment expired on March 31, 2007; and

WHEREAS on March 6, 2007, the Board, passed and adopted Resolution No. R-216-07, which authorized a second amendment to the Agreement with APA, for the operation of the parking facilities at Miami International Airport (the "Second Amendment"), to provide a one hundred-eighty day extension to the First Amendment, and which Second Amendment expires on September 28, 2007; and

WHERAS, the County desires to extend the Agreement on a month to month basis not to exceed ninety-four (94) days commencing on September 29, 2007, to allow sufficient time for the County to complete the solicitation process and award a new agreement; and

WHEREAS, APA has agreed to extend the Agreement on a month to month basis not to exceed ninety-four (94) days, commencing on September 29, 2007,

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

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

   Following the expiration of the Agreement on September 28, 2007, the Miami-Dade Aviation Department (the "Department") retains the right to extend this Agreement on a month not to month basis not to exceed ninety-four (94) days. This Agreement shall be

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automatically renewed each month unless the Department, during any one (1) month extension period, terminates such extension or alerts Operator of no further subsequent extension periods, by written notice delivered to Operator at least thirty (30) days prior to the effective date of the intended termination.

2. In Article 3 entitled "Revenues and Reports", add subarticle 3.13 entitled "Restitution to the Department":

3.13 <u>Restitution to the Department</u>:

If at any time during the term of this Third Amendment, the Operator is found by an audit or investigation conducted by a governmental agency to owe money to the Department for matters occurring during the term of this Third Amendment, the Operator shall refund the amount due or file a notice of dispute with the Department (the "Notice of Dispute"), within thirty (30) calendar days of notice of said finding. Concurrent with the Operator's timely filing of the Notice of Dispute, the Operator shall place the disputed sum in an escrow account named by the Department, pending then the parties shall submit the matter to binding dispute resolution to be held within sixty (60) days of the Notice of Dispute conducted by the American Arbitration Association, or such other independent third-party agreed to by the parties. Failure to do so will be an Event of Default pursuant to Sub-Article 17.06.

The parties agree that the decision reached through binding dispute resolution is final as to the disputed sum, and is non-appealable. Operator agrees that failure to file a timely Notice of Dispute, waives its right to dispute said sum, and Operator must refund such amount to the Department immediately.

3. In Article 4 entitled "Compensation and Reimbursement to Operator", delete subarticle 4.02 entitled "Reimbursement":

4. In Article 4 entitled "Compensation and Reimbursement to Operator", add subarticle 4.02 entitled "Reimbursable Expenses":

4.02 <u>Reimbursable Expenses</u>:

On a monthly basis, the Operator shall submit to the Department the Monthly Revenue and Expense Report, certified by an officer of the Operator and in the format specified in the Parking Procedures Manual (Sub-Article 7.02), for review and approval by the Department and payment thereof. This report serves as a summary of the monthly Parking Revenue and Reimbursable Expenses, and as a monthly invoice to the Department from the Operator. The use of estimates to substantiate monthly revenues and expenses will be prohibited.

The Reimbursable Expenses are to be presented in the Monthly Revenue and Expense Report, as directed in the Parking Procedures Manual (Sub-Article 7.02), accompanied by

the original invoice(s) and supporting documentation. Inter-company or intra-company communications shall not be included as a Reimbursable Expense.

Reproduced invoices shall not be accepted by the Department, and subject the Operator to non-reimbursement. Billing of the Monthly Management Fee shall include a statement from the Operator indicating on a weekly basis, the actual number of eight (8) hour cashier shifts during the month.

The Project Manager shall have the right to verify the amounts claimed on the Monthly Revenue and Expense Report. If any item of an expense is disputed or contested by the Department, the Department shall submit to the Operator, a statement, in writing, setting forth the item(s) being disputed and the specific reasons thereof. The Department shall not withhold payment for non-disputed Reimbursable Expenses. Both parties shall, in good faith, diligently pursue clarification and resolution of any disputed item within thirty (30) days of written notice sent by the Department.

5. In Article 4 entitled "Compensation and Reimbursement to Operator", add subarticle 4.09 entitled "Retirement Contributions":

4.09 <u>Retirement Contributions</u>:

The Operator shall be reimbursed by the Department for the cost of its retirement program using the following methodology:

On a monthly basis APA shall bill for retirement expense the employer contribution, as supported by a detailed summary generated from the company payroll system (report to contain employee name, last four (4) digits of social security number and amount per pay period contributed by APA.. The data will be consolidated into an excel spreadsheet that will detail by home lot number the total employer contribution per pay period for the month that ties to the monthly management report submitted to MDAD for reimbursement.

APA shall also bill MDAD, on a quarterly basis but in a frequency not greater than the actual billing cycle of its retirement plan administrator, for Miami International Airport's pro-rata portion of the retirement plan's total cost. MDAD's portion shall be applied as a percent of the total employer contribution, with the numerator being the amount of employer contribution for APA employees at Miami International Airport, and the denominator being the total employer contribution amount for the same period. This resulting percentage shall be multiplied by the total billed amount by the plan administrator for the same billing period and shall be treated as MDAD's pro-rata portion of the administrative expense associated with the retirement program.

6. In Article 10 entitled "Bonds", delete all language in its entirety and add the following subarticles:

10.01 **<u>Performance Bond</u>:**

Within twenty (20) days of the date of this Agreement, the Operator shall provide the County with an annually renewable performance bond which shall be kept in full force and effect during the term of this Agreement and, thereafter, until all financial obligations, reports or other requirements of the Agreement thereunder are satisfied, a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County for the payments required hereunder, in an amount equal to FIVE HUNDRED THOUSAND DOLLARS ($500,000.00), plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods. If the Operator fails to perform as required within the time limits specified herein, the Department, without prior notice to the Operator, may draw upon such performance bond. The Department may require the Operator to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods. The cost incurred by Operator in continuing said bond in effect beyond the termination date of this Agreement and any extension thereof shall be a Reimbursable Expense.

10.02 <u>Surety Bonds</u>:

(a) All surety bonds shall be written through surety insurers authorized to do business in the State of Florida, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B-V
1,500,001 to 2,500,000	A-VI
2,500,001 to 5,000,000	A-VII
5,000,000 to 10,000,000	A-VIII
Over 10,000,000	A-IX

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

1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

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

(c) For contracts in excess of $500,000, the provisions of this Sub-Article must be adhered to, plus the company must have listed for at least three (3) consecutive years, or holding a valid Certificate of Authority of at least $1.5 million dollars on a Treasury list.

(d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.

(e) The attorney-in fact or other officer who signs a contract company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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

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

10.03 **Cancellation of Bonds:**

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

7. In Article 14 entitled "Insurance", delete all language in its entirety and add the following subarticles:

14.01 **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 certificates evidencing such insurance coverage 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

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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 and exact amount of coverage, as outlined below during the provision of Services at the Facilities:

A. Workers' Compensation as required by Chapter 440, Florida Statutes, with no self-insured retention. Reimbursement for Worker's Compensation will be in accordance with Sub-Article 4.02, and all invoices must reflect the names and total number of employees being covered as part of the operations at Miami International Airport, by the Operator under this Agreement.

Operator will procure a separate standard policy for the MIA location, based upon the State of Florida rate modified by APA's experience which may change annually upon contract renewal based upon changes to the modifier.

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, County-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.

D. Garage Keepers Legal Liability with respect to a departure valet service only in accordance to Sub-Article 2.02, in an amount not less than $1,000,000 combined single limit per occurrence for damage to or theft of vehicles in the care, custody, and control of Operator, for which Operator is legally liable. Miami-Dade County must be shown as an additional insured with respect to this coverage.

E. Fidelity Bond – Crime Insurance- $1,000,000 Limit.

14.02 **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.

14.03 **Premium Invoices:**

The Operator shall provide copies of all premium invoices from the respective insurance carrier/broker, for all required policies under this Agreement. Said copies must show the premiums paid solely for coverage of Miami International Airport operations. Failure to provide such information is an event of default and subjects Operator to non-reimbursement for said premiums. No invoices for insurance will be approved for reimbursement without stamped approval by MDAD Risk Management.

14.04 **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.

14.05 **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.

14.06 **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.

14.07 **Cancellation of Insurance:**

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

14.08 **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.

14.09 **Operator Liable:**

Compliance with the requirements of this Article 14 shall not relieve the Operator from its liability under any other portion of this Agreement.

14.10 **Right to Examine:**

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

14.11 **Personal Property:**

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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.

14.12 **Survival of Provisions:**

The provisions of this Article 14 shall survive the expiration or earlier termination of this Agreement.

8. In Article 17 entitled "Termination by County", add subarticle 17.06 entitled "Events of Default":

17.06 Events of Default:

A default shall mean a breach of this Agreement by the Operator (an "Event of Default"). In addition to those defaults defined in Sub-Article 17.02, Sub-Article 17.04, and Sub-Article 17.05, an Event of Default, may also include one (1) or more of the following occurrences:

(A) Operator has violated the terms and conditions of this Nonexclusive Management Agreement;

(B) Operator has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Operator's creditors, or the Operator has taken advantage of any insolvency statute or debtor/creditor law, or the Operator's affairs have been put in the hands of a receiver;

(C) Operator has failed to obtain the approval of the County where required by this Agreement;

(D) Operator has failed to provide reports, records, book of accounts, summaries, or audits as required by this Agreement;

(E) Operator has failed to perform any covenant of this Agreement;

(F) Operator has failed to provide adequate assurances as required under Sub-Article 17.09;

(G) Operator has failed to comply with any provision of Article 18;

(H) Operator has failed in a representation or warranty stated herein; or

(I) Operator has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

9. In Article 17 entitled "Termination by County", add subarticle 17.07 entitled "Termination for Cause":

17.07 Termination for Cause:

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The County may terminate this Agreement, effective immediately if: (i) the Operator fails to cure an event of default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; (iii) a principal of the Operator is convicted of a felony during the term of the Agreement or any Extension Period; (iv) as a result of governmental entity or law enforcement investigation, or other audit findings, Operator illegality is discovered; or (v) a second occurrence of the same type of Operator impropriety or misconduct.

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

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

10. In Article 17 entitled "Termination by County", add subarticle 17.08 entitled "Notice of Default and Opportunity to Cure":

17.08 Notice of Default and Opportunity to Cure:

If an Event of Default occurs, the Department shall notify the Operator (the "Default Notice"), specifying the basis for such default, and advising the Operator that such default must be cured immediately or this Agreement with the County may be terminated. The Operator can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Operator has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Operator shall discontinue the services (the "Termination Date").

11. In Article 17 entitled "Termination by County", add subarticle 17.09 entitled "Adequate Assurances":

17.09 Adequate Assurances:

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

(A) treat such failure as a repudiation of this Agreement; and

(B) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

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

13. This Third Amendment shall become effective as of the date first written above and shall be applicable only to events occurring during the term of this Third Amendment..

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

Approved as to form
and legal sufficiency: _____
Assistant County Attorney

CONTRACTOR (if Joint Venture)

NAME OF JOINT VENTURE:
Airport Parking Associates

By: James H. Bond
President

Attest: Hugh J. Allott
Secretary

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

By: James H Bond
President

Attest: Hugh J. Allott
Secretary

(CORPORATE SEAL)

CORPORATE JOINT VENTURER:
WRP & Associates, Inc.

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

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

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

Witness as to Above

Hugh J. Allott - SECRETARY

_____