Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-802-10

Subject: Award Recommendation-Request for Proposals (RFP) for Advertising Display Program
RFP No. MDAD-05-06

RECOMMENDATION

It is recommended that the Board approve the award of a Non-Exclusive Concession Agreement to Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports (Clear Channel) for an Advertising Display Program, and authorize the Mayor or the Mayor's designee to execute the Agreement attached hereto, with the exhibits on file with the Clerk of the Board.

SCOPE

Miami International Airport (MIA) is located primarily within Commissioner Rebeca Sosa's District Six; however, this item has a countywide impact in that MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Miami-Dade Aviation Department (MDAD) Director or his designee has the authority to exercise the renewal options and to terminate the agreement.

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for MDAD. Payment provisions include a Minimum Annual Guarantee (MAG) of four million five hundred thousand dollars ($4,500,000), or a percentage fee of 65 percent (65%) of gross revenues, whichever is greater, and annual rent for support space. The concessionaire shall also pay a construction permit fee of one percent of the estimated construction costs for improvements.

TRACK RECORD/MONITOR

Clear Channel Airports does not have a current contract with Miami-Dade County. The project will be monitored by MDAD Property Manager Sarah Abate.

The Department of Building and Neighborhood Compliance has issued a warning notice to Clear Channel, alleging that three Off-Site Class C billboards are not in conformance with the County Sign Ordinance. No citations have been issued related to these three signs. Clear Channel, in response to the warning, has indicated that it believes that it has valid defenses to liability under the County Sign Ordinance. This matter remains pending.

COMPLIANCE DATA

There is no history of violations for this firm in the Small Business Development Department's database.

BACKGROUND

The RFP for Advertising Display Program was advertised on November 6, 2007, for qualified firms to propose for the opportunity to finance, design, develop, furnish, install, manage and operate an advertising display program at Miami International Airport. Proposals were received from three firms, JCDecaux Airport, Inc., Clear Channel Airports, and Eye Fly Miami (MIA) LLC. MDAD currently has a contract in place for advertising services with JCDecaux Airport, Inc., who has operated at the Miami International Airport since 1994.

The selection committee was comprised of the following five voting members: two MDAD staff members, one staff member from the Small Business Development Department, one staff member from the Government Information

Center, and the Vice President of Marketing & Tourism at the Greater Miami Convention & Visitors Bureau. The committee met on July 2, 2008, reviewed proposals submitted in response to the RFP, and heard presentations from the submitting firms.

The selection process consisted of two parts, technical and price. Following presentations of the technical proposals, they were ranked. The sealed price envelopes were then opened and read aloud. The MDAD contracting officer proceeded to apply the formula for calculation of the price score, as provided in the RFP, and determined an overall ranking based on technical and price combined for each proposer respectively.

The overall ranking is as follows:

Proposer	Price (MAG)	Percentage Fee	Adjusted Score	Overall Committee Ranking
JC DECAUX AIRPORT, INC.	5,100,000	65%	4725	1
CLEAR CHANNEL AIRPORTS	3,900,000	65%	4610	2
EYE FLY MIAMI (MIA) LLC	3,500,000	60% (average)	4445	3

At the conclusion of the public hearing meetings, the selection committee recommended that the highest-ranked responsive and responsible firm, JCDecaux Airport, Inc. (JCDecaux), be forwarded to the County Manager for approval and authorization to negotiate an agreement. In a memo dated August 4, 2008, the County Manager appointed a negotiation committee and authorized negotiation with JCDecaux Airport, Inc.

The negotiation committee met with JCDecaux on August 14, 2008, and on September 9, 2008, successfully reached agreement. However, on November 14, 2008, JCDecaux advised the contracting officer that, due to dramatic then-current economic conditions that altered its short- and medium-term prospects for revenue growth at MIA, JCDecaux desired to lower its offered MAG to $4 million. MDAD responded it intended to move forward with the agreement as negotiated, whereupon JCDecaux requested further negotiations. The Negotiation Committee, through the Chairperson, indicated that a request for the twenty percent (20%) reduction on the MAG could not be accepted at this time. Research indicated that the airport advertising sector would not be down considerably during the year 2009-2010. Furthermore, the Chairperson advised that the solicitation process had to be re-opened and the other proposers would have to be invited to negotiate, if JCDecaux insists on the lower MAG. Following that meeting, the negotiating committee declared an impasse and proceeded to negotiate sequentially with the remaining two firms, which proved unsuccessful.

Subsequently, Clear Channel Airports requested to continue negotiations as internal management changes had occurred that allowed them now to reconsider terms upon which they could not previously agree. Negotiations were re-opened based on the original ranking order with negotiations beginning with JCDecaux.

The negotiation committee met with JCDecaux on September 2, 2009. JCDecaux made an offer of $4,000,000 MAG for the first four years, and also requested that the CPI be excluded. JCDecaux further requested that the term of the agreement be bifurcated into two periods - four years (initially), followed by eight years. JCDecaux further proposed that the terms of the Agreement for the latter (8 years) be negotiated at the end of the initial 4-year term. After discussions between JCDecaux and the Committee, the Committee agreed it could not accept JCDecaux's offer because it was not in the best interest of the County. The Committee adopted a motion to reject JCDecaux's offer and invite Clear Channel Airports to negotiate.

The negotiation committee met with Clear Channel on September 17, 2009. The Chair gave an overview of the expectations, discussed the economic downturns, and the HSBC contract. Clear Channel Airports explained they requested to re-open negotiations due to the merger between Clear Channel Airports and Interspace. Clear Channel Airports offered an increase to its original MAG of $3,900,000 MAG to $4,200,000 and the 65 percent to stay as proposed. The Chair made a counter offer of $4,700,000, with a cap or deferral of the CPI for the first two years and, if HSBC does not renew their contract, a return to $3,900,000 plus any escalation. Clear Channel Airports requested some form of relief from traffic decline.

The negotiation committee met with Clear Channel Airports on October 8, 2009. The Committee and Clear Channel Airports went page by page of the Agreement with discussions, questions, and modifications. Clear Channel Airport increased the MAG from $4,200,000 to $4,500,000.

PROJECT:	Advertising Display Program
PROJECT NO.	RFP No. MDAD-05-06
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports
TERM OF AGREEMENT:	The term of this agreement is for 10 years starting on the effective date of this Agreement.
OPTION(S) TO RENEW:	At the sole discretion of MDAD, the initial 10-year term may be extended for a maximum of one two-year term, provided the extension is mutually agreed to by both parties in writing.
COMPANY PRINCIPALS:	J. Michael Riley, President
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Caucasian-Male
COMPANY LOCATION:	600 W. Chicago Avenue, Suite 600 Chicago, IL. 60610
HOW LONG IN BUSINESS:	33 years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
CONTRACT MEASURE:	The goal established is 11% Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.
CONTRACT MEASURE ACHIEVED:	11%
ACDBEs:	Saul Signs, Inc., 11%- $495,000.00
ADVERTISEMENT DATE:	November 6, 2007
LIVING WAGE:	Not Applicable
USING DEPARTMENT:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 20, 2010

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

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

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

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

√ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

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

Approved ____________________ Mayor

Veto __________

Override __________

Agenda Item No. 8(A)(1)(B)
7-20-10

RESOLUTION NO. R-802-10

RESOLUTION AWARDING ADVERTISING DISPLAY PROGRAM AGREEMENT AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD 05-06 TO CLEAR CHANNEL OUTDOOR INC. D/BA CLEAR CHANNEL AIRPORTS, FOR A TERM OF TEN YEARS, AND WITH A MINIMUM ANNUAL GUARANTEE OF $4.5 MILLION DOLLARS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND ENFORCE THE AGREEMENT AND THE TERMINATION AND EXTENSION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are 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 the nonexclusive Advertising Display Program at Miami International Airport, Agreement No. MDAD 05-06 to Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports, as set forth in the attached memorandum from the County Manager; this Board authorizes the Mayor or Mayor's designee to execute and enforce the Agreement between Miami-Dade County and Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports, for a term of ten years and for a minimum annual guarantee of $4.5 million dollars, in substantially the form attached hereto and made a part hereof and to exercise the termination and extension provisions contained therein.

The foregoing resolution was sponsored by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2010. 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.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

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

HARVEY RUVIN, CLERK

By: DIANE COLLINS
Deputy Clerk

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

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

To: George M. Burgess
County Manager

From: Miguel Southwell, MDAD Chairperson
Negotiation Committee
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Request for Proposals for Advertising Display Program, for Miami-Dade Aviation Department RFP No. MDAD-05-06

Attached please find six (6) copies of the proposed Non Exclusive Concession Agreement for Advertising Display Program for the Miami-Dade Aviation Department ("MDAD") negotiated by the approved Negotiation Committee with Clear Channel Airport ("the Concessionaire").

DESCRIPTION OF SERVICES

Miami-Dade County (the "County"), by and through its Miami-Dade Aviation Department ("MDAD"), solicited proposals from interested parties to provide an Advertising Display Program at Miami International Airport ("MIA"), the General Aviation Airports ("GAA"), and other Miami-Dade Aviation Department facilities that may be added in the future (collectively, the "Airport"). The program includes the offering of advertising locations to be financed, designed, developed, furnished, installed, maintained and operated by the Concessionaire to ensure implementation of a comprehensive, successful, dynamic, creative and a profitable Advertising Display Program.

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

This project generates revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include a Minimum Annual Guarantee (MAG) of Four Million Five Hundred Dollars ($4,500,000), or a percentage fee of sixty–five (65%) percent of gross revenues, whichever is greater and Annual Rental for Support Space. The Concessionaire shall also pay a Construction Permit Fee of one percent equal to the estimated construction costs for improvements.

The term of this Agreement is for ten (10) years starting on the Effective Date of the Agreement. At the sole discretion of the Department, the initial ten (10) year Term may be extended for a maximum of one (1), two (2) year Term, provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

SELECTION PROCESS

The Request for Proposals ("RFP") for Advertising Display Program was advertised on November 6, 2007, for interested parties to finance, design, develop, furnish, install, manage and operate an Advertising Display Program at Miami International Airport. Proposals were received from three (3) firms, JCDecaux Airport, Inc., Clear Channel Airports, and Eye Fly Miami (MIA) LLC. MDAD currently has a contract in place for Advertising Services with JCDecaux Airport, Inc. which has operated at the Miami International Airport since 1994.

The Selection Committee was comprised of five (5) voting members; two staff members from Miami-Dade Aviation Department (MDAD), one staff member from the Small Business Development Department, one staff member from Government Information Center, and the Vice President, Marketing & Tourism of the Greater Miami Convention and Visitor's Bureau. The Selection Committee met on July 2, 2008 and reviewed proposals submitted in response to the RFP, as well as heard presentations from the submitting firms.

The selection process consisted of two (2) phases, technical and price, wherein each of the proposals was evaluated, scored and then combined to rank the proposers. In the technical phase, the Selection Committee evaluated the written proposals then heard presentations from each of the proposers before scoring the proposals in this technical phase. Following the scoring in this technical phase, the sealed price envelopes were then opened and read aloud. The MDAD Contracting Officer proceeded to apply the formula for calculation of the price score, as provided in the RFP. An overall ranking was subsequently conduced based on the combined scores of the technical and price phases. The highest ranked proposer was JCDecaux Airport Inc., followed by Clear Channel and Eye Fly USA. The Selection Committee recommended negotiation of an agreement with JCDecaux.

The Negotiation Committee met with JCDecaux on August 14, 2008 and on September 9, 2008, successfully reached agreement. However, on November 14, 2008, JCDecaux advised the Contracting Officer that due to dramatic, then current economic conditions that altered its short and medium term prospects for revenue growth at MIA, JCDecaux, among other changes, desired to lower its offer to a Four Million Dollars ($4,000,000) MAG. On December 3, 2008, a letter was sent to JCDecaux indicating MDAD's intention to move forward with the Agreement as negotiated on September 9, 2008. A deadline for returning that Agreement was set for December 10, 2008. In response, JCDecaux requested further negotiations. On December 22, 2008, the Negotiating Committee met with JCDecaux. JCDecaux then indicated that the conditions had changed significantly and that they were not able to meet the Four Million Dollars ($4,000,000) MAG. In lieu, JCDecaux offered a MAG payment of eighty percent (80%) of the Gross Revenue for the previous year. On January 15, 2009, the Committee declared an impasse with JCDecaux. The Negotiation Committee proceeded to negotiate sequentially with the remaining two (2) firms, which proved unsuccessful. The Negotiation Committee then voted to recommend to the County Manager, to reject the three (3) proposals and to the re-advertise the project. On June 19, 2009, before the recommendation was submitted to the County Manager, Clear Channel Airports requested to continue negotiations due to internal management changes that had occurred since their last negotiations; changes that allowed them to now reconsider terms more favorable to the County terms upon which they could not previously agree.

Negotiations were re-opened based on the original ranking order with negotiations beginning with JCDecaux. On September 2, 2009, the negotiations with JCDecaux were again unsuccessful with the firm even lowering further, its last revised offer. By this time, JCDecaux had retained its offer throughout the process of paying MDAD sixty-five percent (65%) of its gross revenue, but had reduced its original offer on a number of key financial terms. Among them its MAG, which had fallen from the original proposed amount of Five Million One Hundred Thousand Dollars ($5,100,000) per year, to Four Million Dollars ($4,000,000) with no Consumer Price Index ("CPI") increase for the first four years, and would thereafter be reconsidered. In addition to this lower offer, JCDecaux also required that the MAG be further reduced to Two Million Five Hundred Thousand Dollars ($2,500,000) if HSBC failed to renew its 5-year Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000) per/year contract. The Negotiation Committee therefore voted to reject JCDecaux's new offer and proceed to negotiate with, Clear Channel Airports.

On September 17, 2009 the Committee met with Clear Channel Airports. The Chair gave an overview of the County's expectations, discussed the economic downturns, and the HongKong and Shanghai Banking Corporation ("HSBC") contract. Upon inquiry from the Negotiation Committee, Clear Channel Airports attributed their request to re-open negotiations, to the merger between Clear Channel Airports and Interspace. Clear Channel Airports offered to increase its original MAG of Three Million Nine Hundred Thousand Dollars (3,900,000) to Four Million Two Hundred Thousand Dollars ($4,200,000) and also maintained its original offer to pay MDAD sixty-five (65%) percent of its gross revenue. The Chair made a counter offer of Four Million Seven Hundred Thousand Dollars ($4,700,000). Additionally, the Chair offered to defer the CPI MAG increase for the first two (2) years to address Clear Channel Airports' concern over the uncertainty of the economy during the next few years. The Chair also offered a contingency that if HSBC does not renew their contract, the Clear Channel Airports MAG would revert to Three Million Nine Hundred Thousand Dollars ($3,900,000) plus any CPI escalation since the inception of the Agreement.

On October 8, 2009 the Negotiating Committee again met with Clear Channel Airports. The Committee and Clear Channel Airports went page by page through the Agreement. Finally, Clear Channel Airports again increased its proposed MAG from Four Million Two Hundred Thousand Dollars ($4,200,000) to Four Million Five Hundred Thousand Dollars ($4,500,000). The Committee then adopted two (2) motions to: 1) to accept the Agreement with the modifications including the Four Million Five Hundred Thousand Dollars ($4,500,000) MAG; 2) to recommend award to Clear Channel Airports.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION / SELECTION COMMITTEE:
Margaret Hawkins Moss, MDAD, Chairperson (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE
Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSALS FOR

ADVERTISING DISPLAY PROGRAM

RFP No. MDAD-05-06

NEGOTIATIONS SUMMARY MINUTES

The following Negotiation Committee members met at 4200 NW 36th Street, Bldg. 5A, 4th Floor, Conference Room "G", Miami, International Airport.

NEGOTIATION COMMITTEE
Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

OTHER ATTENDEES:
Margaret Moss, MDAD, Contracting Officer
Roy Wood, Assistant County Attorney
Sarah Abate, MDAD
Aaron Hathaway, Office of Inspector General

BACKGROUND

The RFP for Advertising Display Program was advertised on November 6, 2007, for qualified firms to propose for the opportunity to finance, design, develop, furnish, install, manage and operate an Advertising Program at Miami International Airport. Proposals were received from three (3) firms, JCDecaux Airport, Inc., Clear Channel Airports, and Eye Fly Miami (MIA) LLC. MDAD currently has a contract in place for Advertising Services with JCDecaux Airport, Inc. who has operated at the Miami International Airport since 1994.

NOTE: The JCDecaux Airport, Inc. ("JCDecaux") original price proposal for the Minimum Annual Guarantee ("MAG") was Five Million One Hundred Thousand Dollars ($5,100,000) and their Percentage Fee was Sixty-Five Percent (65%), which ranked them the highest firm for MAG and Percentage Fee. The Clear Channel Airports original price proposal for the MAG was Three Million Nine Hundred Thousand Dollars ($3,900,000) and their Percentage Fee was Sixty-Five Percent (65%), and The Eye Fly Miami (MIA) LLC original price proposal for the MAG was Three Million Five Hundred Thousand Dollars ($3,500,000) and their Percentage Fee was Sixty Percent (60%).

On August 14, 2008 the Negotiation Committee met with JCDecaux Airport, Inc. The Committee adopted a motion to have JCDecaux review the Agreement with the changes as discussed in the meeting and visit the General Aviation Airport. Another Negotiation Committee meeting would be scheduled at a later date to finalize the Agreement.

On September 9, 2008 the meeting was adjourned with both parties having reached an Agreement.

On November 14, 2008 a letter dated December 3, 2008 was sent to JCDecaux indicating that MDAD's intention was to move forward with the Agreement as negotiated, stating that MDAD believed that JCDecaux could meet the proposed terms. A deadline was set for December 10, 2008 for JCDecaux to sign and return the Agreement. A letter dated December 12, 2008 from JCDecaux requested further negotiation of the draft Agreement due to US economic collapse.

At the request of JCDecaux Airports, Inc. a third Negotiation Committee meeting was held on December 22, 2008. JCDecaux indicated that the conditions had changed significantly since the negotiations successfully completed on September 9, 2008 and that the advertising industry has been impacted in a large scale; therefore, they could not commit to the Agreement as negotiated. Furthermore, JCDecaux indicated that they were not only unable to maintain the original proposed Minimum Annual Guarantee (MAG) of Five Million One Hundred Thousand Dollars ($5,100,000); they could not meet the Four Million Dollars ($4,000,000) MAG offered in their November 14, 2008 correspondence.

In lieu JCDecaux offered a MAG payment of eighty percent (80%) of the Gross Revenue for the previous year, which would be recalculated every year.

The Negotiation Committee, through the Chairperson, indicated that a request for the twenty percent (20%) reduction on the MAG could not be accepted at this time. Research indicated that the airport advertising sector would not be down considerably during the year 2009-2010. Furthermore, the Chairperson advised that the solicitation process had to be re-opened and the other proposers would have to be invited to negotiate, if JCDecaux insists on the lower MAG.

The Negotiation Committee indicated that they would agree to include some language in the Agreement that would address issues related to the recession period to accommodate JCDecaux's concerns regarding lowering the MAG. JCDecaux's legal counsel was asked to provide the language to the County Legal counsel for review.

To expedite the process, the Negotiation Committee authorized the Chairperson to move forward with an award recommendation if the language to be proposed by JCDecaux was consistent with the negotiation.

On December 29, 2008 JCDecaux submitted language with additional material changes to those discussed at the meeting as follows: 1) third party non binding mediation, 2) right for Concessionaire to terminate Agreement in case of an impasse on the MAG negotiation, 3) defer implementation of the Capital Investment and Improvements to Locations without penalties implications, for a period of twelve months and 4) MAG payment postponement until resolution of the dispute. In response, MDAD submitted to JCDecaux, language that was consistent with the December 22, 2008 meeting and Agreement. Such language allowed for MDAD to consider, upon request by JCDecaux Airport Inc., a reduction in the MAG, not to affect or alter the MAG for any other period under the Agreement, if a drop exceeding five percent (5%) in Gross Revenue for i) the first twelve (12) month period following an air transportation disaster of the nature of 911 or ii) any twelve (12) month period of an officially recognized U.S. recession would occur. A deadline was set for JCDecaux of January 12, 2009 to sign the Agreement with the changes as written by MDAD which were consistent with the language discussed on December 22, 2008.

On January 14, 2009 MDAD sent a letter to JCDecaux advising them that MDAD was moving forward, and also attached a copy of the advertisement for the Negotiation Committee meeting scheduled for January 15, 2009.

On January 15, 2009, the Negotiation Committee reconvened and voted to recommend to the County Manager to move forward with negotiations with the second ranked firm: Clear Channel Airports, since the Negotiation Committee declared an impasse with the first ranked firm: JCDecaux Airport, Inc.

On March 18, 2009 the Negotiation Committee reconvened and met with the second ranked firm, Clear Channel Airports.

Mrs. Moss (Contracting Officer) provided the Negotiation Committee with a copy of the Agreement and briefed the Committee on the revisions, then turned the meeting over to the Committee.

Mr. Southwell (Chairperson) gave an overview of the financial crisis at Miami International Airport (MIA) and the General Aviation Airports (GAA) and explained the purpose of the meeting. The Chairperson discussed the agreement revisions as negotiated by JCDecaux, which are the CPI escalation of 75%, the HongKong and Shanghai Banking Corporation (HSBC) contract, and the gross revenue that fell 5% for the current year. The Committee further discussed the bus shelters built by JCDecaux and the patient stations.

The Chairperson asked Clear Channel Airports for their comments, Clear Channel Airports advised the Committee how eager they are to partner with Miami-Dade Aviation Department; however, they believe that JCDecaux overstepped their bounds when they submitted $5.1 Million as their MAG. They advised the MAG is too high and they are not prepared to negotiate the MAG submitted by JCDecaux. Clear Channel Airports asked if they could have time to review the contract and come back to the table on March 25, 2009.

The Committee adopted a motion to have Clear Channel Airports review the Agreement as discussed in the meeting. Another Negotiation Committee meeting would be scheduled on March 25, 2009 to finalize Negotiations; which the meeting was cancelled by Clear Channel Airports.

On April 27, 2009 the Committee reconvened to discuss the letter dated April 23, 2009 from Clear Channel Airports advising MDAD that they have to respectfully withdraw from the negotiations process.

The Committee adopted three (3) motions to: 1) terminate negotiations with Clear Channel Airports; 2) invite the third firm (Eye Fly Miami (MIA) LLC) to negotiate with criteria addressed such as achieving the goal of 5.1 Million Dollars with the percentage of 65 in the invitation letter; and, 3) prepare the report for the County Manager and the Board of County Commissioners to re-advertise the project if Eye Fly Miami (MIA) LLC declines to negotiate.

On May 12, 2009 MDAD received a letter from Eye Fly Miami (MIA) LLC declining to negotiate.

On June 26, 2009 the Committee reconvened to discuss the letter from Clear Channel Airports dated June 19, 2009 requesting to continue negotiations, due to internal management changes that have allowed them to reconsider terms that they could not agree upon in the prior March 18, 2009 meeting.

The Committee discussed notifying the other two firms of Clear Channel's request and soliciting their interest in participating in a re-opened negotiation process. The Committee also discussed that it was not in the best interest of the County to re-advertise, due to the processing time, and that MDAD's position had not changed.

The Committee reconsidered and reversed the third motion of the April 27, 2009 Negotiation Committee meeting, which was to prepare the report for the County Manager and the Board of County Commissioners to reject and re-advertise the project if Eye Fly Miami (MIA) LLC declined to negotiate.

The Committee also adopted two (2) motions to: 1) request the County Manager's authorization to continue negotiations with Clear Channel Airports; 2) notify the other two (2) firms of the negotiations with Clear Channel Airports, and invite them to negotiate, giving their best and final offer.

On August 19, 2009 the Committee reconvened pursuant to the County Managers memo dated July 24, 2009 authorizing the Negotiation Committee to re-open negotiations with the three firms, and to formulate a method acceptable to the County Attorney to determine the order of ranking MDAD should proceed to negotiate. After obtaining direction from the County Attorney's Office, the Committee adopted one (1) motion to: 1) proceed with speed and move forward to negotiate with JCDecaux, and to follow the original RFP process.

On September 2, 2009the Committee met with JCDecaux. JCDecaux made an offered of Four Million Dollar ($4,000,000) MAG for the first four (4) years, exclude the CPI, and split the Term of the Agreement to four (4) years and then re-negotiate a Term of eight (8) years. After discussions between JCDecaux and the Committee, the Committee agreed that they could not accept JCDecauxs offer; which was not in the best interest of the County. The Committee adopted a motion to: 1) Reject JCDecauxs offer and to invite Clear Channel Airports to negotiate.

On September 17, 2009 the Committee met with Clear Channel Airports. The Chair gave an overview of the expectations, discussed the economic downturns, and the HSBC contract. Clear Channel Airports explained why they requested to re-open negotiations; due to the merger between Clear Channel Airports and Interspace. Clear Channel Airports offered an increased to their original MAG of Three Million Nine Hundred Thousand Dollars (3,900,000) MAG to Four Million Two Hundred Thousand Dollars ($4,200,000) and the sixty five (65%) percent to stay as proposed. The Chair made a counter offer of Four Million Seven Hundred Thousand Dollars ($4,700,000), with a cap or deferral of the CPI for the first two (2) years, and if HSBC does not renew their contract go back to Three Million Nine Hundred Thousand Dollar ($3,900,000) plus any escalation. Clear Channel Airports requested some form of relief from traffic decline.

On October 8, 2009 the Committee met with Clear Channel Airports. The Committee and Clear Channel Airports went page by page of the Agreement with discussions, questions, and modifications. Clear Channel Airport increased the MAG from Four Million Two Hundred Thousand Dollar ($4,200,000) to Four Million Five Hundred Thousand Dollar ($4,500,000). The Committee also adopted two (2) motions to: 1) to accept the Agreement with all the modifications including the Four Million Five Hundred Thousand Dollar ($4,500,000) MAG; 2) to recommend award to Clear Channel Airports.

Attachments

c: Clerk of the Board of County Commissioners

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR ADVERTISING DISPLAY PROGRAM AT MIA
RFP NO. MDAD-05-06
OVERALL RESULTS
JULY 02, 2008

FIRMS	SCORE INDIVIDUAL EVALUATORS					(A)	(B)	(C)	(D)	(E)	
	1	2	3	4	5	TOTAL TECH. POINTS	RANK BASED ON TECH.	PROPOSED MAG	MAG Points	PROPOSED PERCENTAGE FEE	PRICE I SCO
CLEAR CHANNEL AIRPORTS	790	810	745	785	820	3950	2	3,900,000	5X57=285	65%	5X
EYE FLY MIAMI (MIA) LLC	730	820	725	780	785	3840	3	3,500,000	5X52=260	60%	5X
J C DECAUX AIRPORT, INC.	820	775	780	780	820	3975	1	5,100,000	5X75=375	65%	5X

EVALUATORS

Margaret Hawkins Moss, MDAD (Chairperson) NON-VOTING
1. Ray Diaz, MDAD
2. Richard Etienne, MDAD
3. Rolando Aiedo, Greater Miami Convention and Visitors Bureau
4. Karen S. Naya, GIC
5. Lawanda Wright Robinson, SBD

***Refer to formula in Sub-section 5.4 of the RFP**

Memorandum

MIAMI-DADE COUNTY

Date: July 24, 2009

To: Margaret Hawkins Moss
Contracting Officer
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

With reference to the Negotiation Committee ("Committee") report of July 9, 2009 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to re-open negotiations with the three firms listed below, based on Clear Channel Airports request to re-negotiate.

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC

The current Negotiation Committee is authorized to re-open negotiations for Advertising Display Program Agreement for the Miami-Dade Aviation Department with all three (3) firms upon receiving the letter of interest. Furthermore, the Negotiation Committee is authorized to formulate a method acceptable to the County Attorney to determine the order or ranking MDAD should proceed to negotiate, if more than one firm expresses interest in re-negotiating.

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

The Negotiation Committee is to re-open negotiations and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager, including the below listed information:

1. A general description of the project or services.
2. The term of the Agreement
3. A brief description of the selection process.

If a satisfactory agreement cannot be reached, a report is to be prepared fully explaining all problems resulting from the negotiations with the three (3) firms. The final agreement and report should be sent to this Office.

Attachment

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE
Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

Memorandum

MIAMI-DADE COUNTY

Date: July 9, 2009

To: George M. Burgess
County Manager

From: Miguel Southwell, MDAD, Chairperson,
Negotiation Committee

Subject: Negotiation Committee Report for Request for Proposals for Advertising Display Program
RFP No. MDAD-05-06

As authorized by Administrative Order 3-38 and the County Manager's memorandum dated March 4, 2009, the appointed Negotiation Committee ("Committee") met with the second ranked firm, Clear Channel Airports as a result of an impasse with the first ranked firm JCDecaux Airport, Inc., and conducted the negotiation process for the subject services on March 18, 2009 and April 27, 2009.This process was conducted in accordance with the procedures specified by the Request for Proposals ("RFP"). The Committee was also authorized in the County Manager memo of March 4, 2009 to proceed with the third ranked firm, Eye Fly Miami (MIA) LLC if a satisfactory agreement could not be reached with the second ranked firm.

For information purposes: The JCDecaux Airport, Inc. ("JCDecaux") original price proposal for the Minimum Annual Guarantee ("MAG") was Five Million One Hundred Thousand Dollars ($5,100,000) and their Percentage Fee was Sixty-Five Percent (65%), which ranked them the highest firm for MAG and Percentage Fee. The Clear Channel Airports original price proposal for the MAG was Three Million Nine Hundred Thousand Dollars ($3,900,000) and their Percentage Fee was Sixty-Five Percent (65%), and The Eye Fly Miami (MIA) LLC original price proposal for the MAG was Three Million Five Hundred Thousand Dollars ($3,500,000) and their Percentage Fee was Sixty Percent (60%).

Recommendation
It is recommended that you authorize re-opening negotiations with all three (3) firms if they are interested based upon a letter received from Clear Channel Airports requesting to continue the negotiation process.

Negotiation Committee Meeting – March 18, 2009
The Negotiation Committee reconvened and met with the second ranked firm, Clear Channel Airports.

Mrs. Moss (Contracting Officer) provided the Negotiation Committee with a copy of the Agreement and briefed the Committee on the revisions, then turned the meeting over to the Committee.

Mr. Southwell (Chairperson) gave an overview of the financial crisis at Miami International Airport (MIA) and the General Aviation Airports (GAA) and explained the purpose of the meeting. The Chairperson discussed the agreement revisions as negotiated by JCDecaux, which included the CPI escalation of 75%, the HongKong and Shanghai Banking Corporation (HSBC) contract, and the gross revenue that fell 5% for the current year. The Committee further discussed the bus shelters built by JCDecaux and the paging stations.

The Chairperson asked Clear Channel Airports for their comments. Clear Channel Airports advised the Committee how eager they were to partner with Miami-Dade Aviation Department; however, they believed that JCDecaux overstepped their bounds when they submitted $5.1 Million as their MAG. Clear Channel further stated that the MAG was too high and they were not prepared to negotiate the MAG submitted by JCDecaux. Clear Channel Airports nonetheless asked if they could have time to review the contract and come back to the table on March 25, 2009.

The Committee adopted a motion to have Clear Channel Airports review the Agreement as discussed in the meeting, and a tentative Negotiation Committee meeting was scheduled for March 25, 2009 to finalize Negotiations. In a letter dated April 7, 2009 Clear Channel Airports cancelled the meeting.

Negotiation Committee Meeting – April 27, 2009
The Committee reconvened to discuss a letter dated April 23, 2009 from Clear Channel Airports advising MDAD that they had to respectfully withdraw from the negotiation process.

The Committee adopted three (3) motions to: 1) terminate negotiations with Clear Channel Airports; 2) with a letter of invitation that contained MDAD's goals (a $5.1 million MAG with a 65 percent gross revenue share to MDAD), invite the third firm (Eye Fly Miami (MIA) LLC) to negotiate, and, 3) prepare the report for the County Manager and the Board of County Commissioners to reject and re-advertise the project if Eye Fly Miami (MIA) LLC declined to negotiate.

Eye Fly Miami (MIA) LLC – Decline
MDAD sent letter on May 6, 2009 to Eye Fly Miami (MIA) LLC to request the firm's interest in coming before the Committee to negotiate, while informing them of the suggested points of reference (MAG and revenue share) around which the negotiations would move forward.

On May 12, 2009 MDAD received a letter from Eye Fly Miami (MIA) LLC declining to negotiate.

Clear Channel Airports Letter – June 19, 2009
On June 19, 2009 MDAD received a letter from Clear Channel Airports requesting to continue negotiations, due to internal management changes that have allowed them to reconsider terms that they could not agree upon in the March 18, 2009 negotiation meeting.

Negotiation Committee Meeting – June 26, 2009
The Committee reconvened to discuss the letter from Clear Channel Airports dated June 19, 2009 requesting to continue negotiations, due to internal management changes that have allowed them to reconsider terms that they could not agree upon in the prior March 18, 2009 meeting.

The Committee discussed notifying the other two firms of Clear Channel's request and soliciting their interest in participating in a re-opened negotiation process. The Committee also discussed that it was not in the best interest of the County to re-advertise, due to the processing time, and that MDAD's position had not changed.

The Committee reconsidered and reversed the third motion of the April 27, 2009 Negotiation Committee meeting, which was to prepare the report for the County Manager and the Board of County Commissioners to reject and re-advertise the project if Eye Fly Miami (MIA) LLC declined to negotiate.

The Committee also adopted two (2) motions to: 1) request the County Manager's authorization to continue negotiations with Clear Channel Airports; 2) notify the other two (2) firms of the negotiations with Clear Channel Airports, and invite them to negotiate, giving their best and final offer.

Attached are the following items:
Negotiation Committee Report dated February 25, 2009
The County Managers memo dated March 4, 2009
Letter from Clear Channel Airports dated April 7, 2009
Letter to Clear Channel Airports dated April 14, 2009
Letter to Clear Channel Airports dated April 23, 2009
Letter to Clear Channel Airports dated May 6, 2009
Letter to Eye Fly Miami (MIA) LLC dated May 6, 2009
Letter from Eye Fly Miami (MIA) LLC dated May 12, 2009
Letter from Clear Channel Airports dated June 23, 2009
Letter to Clear Channel Airports dated June 25, 2009

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Margaret Hawkins Moss, MDAD, Chairperson (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE
Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

GT GreenbergTraurig

Simon Ferro
Tel. (305) 579-0644
Fax (305) 579-0717
ferros@gtlaw.com

August 7, 2009

Margaret Hawkins Moss
Senior Aviation Procurement Contract Officer
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida 33102

Re: Advertising Display Program at Miami International Airport Project No. RFP-MDAD-05-06

Dear Ms. Hawkins Moss:

Attached is a copy of your August 3, 2009 letter to my client, Mr. Bernard Parisot, Co-Chief Executive Officer of JCDecaux Airport, Inc.. Mr. Parisot has checked the "Interested in participating" box at the bottom of the letter, reflecting his acceptance of MDAD's invitation to participate in the new negotiation process, which we understand may also include Clear Channel Airports and Eye Fly Miami (MIA) LLC. Our continued participation in this process is not intended to waive or impair any rights JCDecaux may have within the RFP process, all of which are expressly reserved.

In addition to your August 3rd letter to my client, we are also in receipt of a July 24, 2009 memorandum from the County Manager to you, as Contracting Officer.

The July 24th memorandum from the County Manager, approving these new negotiations, authorized the Negotiation Committee "...to formulate a method acceptable to the County Attorney to determine the order or ranking MDAD should proceed to negotiate, if more than one firm expresses an interest in re-negotiating."

The August 3rd letter states that the "Negotiation will occur, in the order as ranked by the Selection Committee, and will occur subject to the terms, conditions and requirements of the Request for Proposals...".

In light of the recently concluded and unsuccessful round of negotiations under the terms of the RFP, which contained clear guidelines and protections for all parties involved, and after reviewing the Manager's July 24th memorandum and your August 3rd letter, we respectfully submit the following questions for clarification purposes:

- Did the Negotiation Committee meet to formulate and adopt the stated method and was it approved by the County Attorney? If so, may we receive a copy of the minutes of such meeting and County Attorney approval?

- Did the Negotiation Committee adopt any other guidelines or procedures to be followed during this process? If so, may we receive a copy of such procedures?

- If the Negotiation Committee did not adopt guidelines or procedures applicable to this new round of negotiations, under what rules will they occur?

- What is the anticipated time-line for these new negotiations?

- What will be the format and starting point of the negotiations? Will the Negotiation Committee look to the original RFP proposals as the basis for the negotiations, or will it pick up where the last round of negotiations concluded?

- Is it the intent of the Negotiation Committee to meet with and negotiate will all responding proposers, regardless of the outcome of the first negotiation?

- What criteria will the Negotiation Committee use to evaluate the merits of proposals made during the negotiations? Will technical ability, experience and financial condition be considered, or will a decision be made exclusively on the highest Minimum Annual Guarantee (MAG) offered?

We believe a better understanding of the process will more adequately prepare all parties for the anticipated new negotiations. We appreciate and value the excellent relationship we have always enjoyed with MDAD and, during this long procurement process, with you and your office.

Finally, if you would be so kind as to forward to me, at your earliest opportunity, any response you receive from either or both of the other proposers, I would be most grateful.

As always, thank you for you assistance and courtesies.

Sincerely,

Simon Ferro

Enclosure
MIA 180,749,152v1

Miami-Dade Aviation Department
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miamidade.gov

Commercial Airport
Miami International Airport

General Aviation Airports
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

August 3, 2009

Mr. Bernard Parisot, Co-Chief Executive Officer
JCDecaux Airport, Inc.
5200 Blue Lagoon Drive, Suite 235
Miami, Florida 33126

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Parisot:

In light of a request from Clear Channel Airports to resume negotiations, the Negotiation Committee, pursuant to the authorization by the County Manager, will re-open the negotiation process for all three (3) firms. Negotiations will occur, in the order as ranked by the Selection Committee, and will occur subject to the terms, conditions, and requirements of the Request for Proposals (RFP) referenced above.

The Negotiation Committee and the Miami-Dade Aviation Department (MDAD) would like to confirm your firm's interest in continuing in the negotiation process, with the understanding that MDAD's original goals of maximizing its revenue remain unchanged. Please indicate the position of your firm by checking the appropriate box below and signing and dating this letter. Return the original signed copy by mail to the address above and also email to mmoss@miami-airport.com. If we do not receive a response within three (3) calendar days of the date of this letter indicating that you are interested in negotiation, we will not conduct negotiations with your firm, irrespective of prior ranking by the Selection Committee.

Should you have any questions or comments, please contact me at 305-869-1421.

☒ INTERESTED IN PARTICIPATING

☐ NOT INTERESTED IN PARTICIPATING

B. Parisot 08/04/09
Signature Date

Bernard PARISOT CO-CEO
Print Name/Title

Sincerely,

Margaret H. Moss.
Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO; A. Hathaway, Inspector General Office; Clerk of the Board

MIA MIAMI INTERNATIONAL AIRPORT

Commercial Airports
Miami International Airport

General Aviation Airports
Opa-locka Executive
Homestead General
Kendall-Tamiami Executive
Opa-locka West

Miami-Dade Aviation Department
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www.miami-airport.com

miamidade.gov

August 3, 2009

Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Riley:

In light of a request from Clear Channel Airports to resume negotiations, the Negotiation Committee, pursuant to the authorization by the County Manager, will re-open the negotiation process for all three (3) firms. Negotiations will occur, in the order as ranked by the Selection Committee, and will occur subject to the terms, conditions, and requirements of the Request for Proposals (RFP) referenced above.

The Negotiation Committee and the Miami-Dade Aviation Department (MDAD) would like to confirm your firm's interest in continuing in the negotiation process, with the understanding that MDAD's original goals of maximizing its revenue remain unchanged. Please indicate the position of your firm by checking the appropriate box below and signing and dating this letter. Return the original signed copy by mail to the address above and also email to mmoss@miami-airport.com. If we do not receive a response within three (3) calendar days of the date of this letter indicating that you are interested in negotiation, we will not conduct negotiations with your firm, irrespective of prior ranking by the Selection Committee.

Should you have any questions or comments, please contact me at 305-869-1421.

☒ INTERESTED IN PARTICIPATING

☐ NOT INTERESTED IN PARTICIPATING

8/4/09

Signature Date

MICHAEL RILEY - PRESIDENT

Print Name/Title

Sincerely,

Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO;
A. Hathaway, Inspector General Office; Clerk of the Board

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August 3, 2009

Mr. David Gibbs, CEO
Eye Fly Miami (MIA), LLC
901 S. Mopac Expressway, Bldg. III, Suite 250
Austin, Texas 78746

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Gibbs:

In light of a request from Clear Channel Airports to resume negotiations, the Negotiation Committee, pursuant to the authorization by the County Manager, will re-open the negotiation process for all three (3) firms. Negotiations will occur, in the order as ranked by the Selection Committee, and will occur subject to the terms, conditions, and requirements of the Request for Proposals (RFP) referenced above.

The Negotiation Committee and the Miami-Dade Aviation Department (MDAD) would like to confirm your firm's interest in continuing in the negotiation process, with the understanding that MDAD's original goals of maximizing its revenue remain unchanged. Please indicate the position of your firm by checking the appropriate box below and signing and dating this letter. Return the original signed copy by mail to the address above and also email to mmoss@miami-airport.com. If we do not receive a response within three (3) calendar days of the date of this letter indicating that you are interested in negotiation, we will not conduct negotiations with your firm, irrespective of prior ranking by the Selection Committee.

Should you have any questions or comments, please contact me at 305-869-1421.

☐ INTERESTED IN PARTICIPATING

☐ NOT INTERESTED IN PARTICIPATING

Signature Date

Print Name/Title

Sincerely,

Margaret Hawkins Moss

Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO;
A. Hathaway, Inspector General Office; Clerk of the Board

MIAMI INTERNATIONAL AIRPORT

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June 25, 2009

Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Riley:

Thank you for your letter dated June 19, 2009 regarding re-opening negotiations with your firm. On June 26, 2009 the Negotiation Committee will reconvene in a publicly advertised meeting, to discuss your letter. A response will be provided to your firm advising you of the Committee's recommendations and directions.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

This process is conducted under the provisions of the "Cone of Silence Ordinance". As a reminder, all communications other than those during the negotiation meetings will have to be done in writing by emailing me at mmoss@miami-airport.com.

Sincerely

Margaret H Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO;
A. Hathaway, Inspector General Office; Clerk of the Board

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CLEARCHANNEL AIRPORTS

Michael Riley
President

Margaret Hawkins Moss
Aviation Senior Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration Division
4200 N.W. 36th Street
Miami, FL 33122

RE: Advertising Display Program
Project No. RFP-MDAD-05-06

Ms. Hawkins Moss,

Please accept this request for Clear Channel Airports and the Miami-Dade Department of Aviation (MDAD) to continue the negotiations for the advertising concession contract. Since we last concluded our negotiations, we have had some internal management changes that have allowed to us to reconsider some of the items that we could not previously agree upon. As a result, we would like to schedule another negotiation session to try and resolve these issues.

Thank you for your time and consideration.

Sincerely,

Mike Riley

312 | 475 • 1970 Tel | 642 • 7378 Fax

ClearChannel Airports
600 West Chicago Ave. • Suite 600 • Chicago, IL 60610 • www.clearchannelairports.com

June 23, 2009

Eye Fly Miami (MIA) LLC
Barton Oaks Plaza
901 South MoPac Expressway
Building III, Suite 250
Austin, TX 78746, USA
Telephone +1 512 492 8920
Fax +1 512 492 8959
www.eyecorp.com

May 12, 2009

Ms. Margaret Hawkins Moss
Senior Procurement Contract Officer
Office of Contracts Administration
Miami Dade Aviation Department
Building 5-A
4200 NW 36th Street
4th Floor
Miami, FL 33122

Re: RFP MDAD-05-06 (Advertising Display Program at Miami International Airport)

Dear Ms. Moss:

Eye Fly Miami (MIA) LLC received your letter dated May 6, 2009 requesting whether Eye Fly would be interested in negotiating the advertising concession at Miami International Airport at the rates initially proposed by JCDecaux, namely (i) a Minimum Annual Guarantee of $5.1 million, and (ii) a percentage fee of no less than 65%.

Both of these conditions are significantly more than Eye Fly initially offered to pay in our proposal that was submitted to the airport on January 31, 2008. Therefore, Eye Fly respectfully declines your request to enter into negotiations based on the two points of reference described in your May 6 letter.

If you require any additional information from Eye Fly, please do not hesitate to contact me directly at the address above, via e-mail at stephenerickson@eyecorp.com, or via phone at 512-492-8943, or David Gibbs in our New York office at davidgibbs@eyecorp.com or via phone at 646-871-4410.

Thank you,

Stephen Erickson
General Counsel

eye™

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May 6, 2009

Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Riley:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to your letter dated April 23, 2009. On April 27, 2009 the Negotiation Committee ("Committee") met in a publicly advertised meeting, and discussed your letter.

MDAD had hoped to continue negotiations with your firm; however, you have not provided clarification as requested in MDAD's letter dated April 14, 2009. Additionally, during the negotiations with your firm, the Committee advised that they did not share your position to begin negotiation with the $3.9 million MAG proposed by your firm. As your subsequent response reiterated this position, the Committee voted to terminate negotiations with your firm and move forward with the competitive process. We thank you for your interest in being MDAD's partner, and wish your company well as the County advances in this competitive process.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

This process is conducted under the provisions of the "Cone of Silence Ordinance". As a reminder, all communications other than those during the negotiation meetings will have to be done in writing by emailing me at mmoss@miami-airport.com.

Sincerely

Margaret H. Moss

Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO;
A. Hathaway, Inspector General Office; Clerk of the Board

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May 6, 2009

Mr. David Gibbs, CEO
Eye Fly Miami (MIA), LLC
901 S. Mopac Expressway, Bldg. III, Suite 250
Austin, Texas 78746

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Gibbs:

Please be advised that in accordance with the attached memorandum from the County Manager, dated March 4, 2009, MDAD is authorized to negotiate an agreement with your firm for the above services. On April 27, 2009, the Negotiation Committee ("Committee") met and voted to terminate negotiations with the second proposer and to move forward with the competitive process.

The Committee further made a motion to communicate with your firm (the third ranked proposer, Eye Fly Miami (MIA), LLC) by letter, to request your interest in coming before the Committee to negotiate, while informing you that the suggested point of reference for the negotiation is as follows: 1) a Minimum Annual Guarantee of $5.1 million, not $3.5 million as originally proposed by Eye Fly Miami, LLC and 2) a straight percentage fee of no less than of 65%. As you are aware, this Agreement has the potential to last twelve (12) years and under the current Agreement, even in this rare depressed economy, the Department receives approximately $4.7 million annually.

If Eye Fly Miami, LLC desires to negotiate under the two points of reference, MDAD will be happy to schedule a negotiation meeting with your firm and the Committee. If Eye Fly Miami, LLC finds the above points of reference of $5.1 million and 65% to be beyond its means of negotiation, then please so advise.

Your response is requested by close of business on Wednesday, May 13, 2009.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

This process is conducted under the provisions of the "Cone of Silence Ordinance". As a reminder, all communications other than those during the negotiation meetings will have to be done in writing by emailing me at mmoss@miami-airport.com.

Attachment

Sincerely

Margaret H Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

C: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO;
A. Hathaway, Inspector General Office; Clerk of the Board

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April 23, 2009

Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Riley:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to our response letter dated April 14, 2009 which addressed your letter dated April 7, 2009.

MDAD had hoped to conclude negotiations with your firm; however, you have not communicated with the Department, and because of the lack of communications if we do not hear from your firm by close of business today (April 23, 2009) advising us that you are not interested in continuing negotiations or you are interested in continuing negotiations with MDAD, I will have to move the competitive process forward.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

This process is conducted under the provisions of the "Cone of Silence Ordinance". As a reminder, all communications other than those during the negotiation meetings will have to be done in writing by emailing me at mmoss@miami-airport.com.

Sincerely

Margaret Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO; A. Hathaway, Inspector General Office; Clerk of the Board

CLEARCHANNEL AIRPORTS

Michael Riley
President

April 23, 2009

Margaret Hawkins Moss
Aviation Senior Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration Division
4200 N.W. 36th Street
Miami, FL 33122

Ms. Hawkins Moss,

Thank you for your letter dated April 14, 2009. It appears as though there may have been some confusion from our previous letter dated April 7, 2009. To help clarify our position, I have provided you a more detailed explanation below.

In our letter dated April 7, 2009, we stated that the Miami-Dade Department of Aviation (MDAD) would lose approximately $1,000,000 in revenue if negotiations ended with no agreement between Clear Channel and the MDAD. This figure assumes that if we were unable to come to an agreement, the MDAD would have to continue their existing concession agreement at a percentage fee of 50% until either an agreement was reached with the third proposer or until a new RFP process was concluded. We were not attempting to compare the percentage fee bid by the first place bidder with that bid by Clear Channel. We understand that MDAD was unable to reach agreement with that bidder.

Regarding the issue of current year revenue, if the annual revenue that the MDAD is projecting for 2009 is accurate, then the MAG the MDAD is seeking would be irrelevant based on the percentage rent offered by Clear Channel in our financial proposal. Under your current revenue projections for 2009 of $8 million, the airport would receive $5.2 million in percentage rent payments under the Clear Channel proposal based on a full year. In addition, Clear Channel would entertain an adjustment to the MAG in year two based on the previous years' total payment. The increase of 15% in your rental percentage is upside to the department.

Clear Channel welcomes the opportunity to resume negotiations with the MDAD based on the proposal Clear Channel submitted, with all of its potential upside for the MDAD. If the MDAD, however, decides that it is not willing to negotiate with Clear Channel based upon Clear Channel's initial proposal, then we will have to respectfully withdraw from the negotiation process. We hope that, given the revenue potential from percentage rent assuming the revenue figures you have quoted, the MDAD will choose to continue negotiations toward a contract that would be beneficial for the MDAD.

Thank you for your time and consideration.

Sincerely,

Michael Riley
President

ClearChannel Airports
600 West Chicago Ave. • Suite 600 • Chicago, IL 60610 • www.clearchannelairports.com
312 475 • 1970 Tel
642 • 7378 Fax

MIA
MIAMI INTERNATIONAL AIRPORT

Miami-Dade Aviation Department
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miamidade.gov

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

April 14, 2009

Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Riley:

We received your letter on April 7, 2009, regarding your inability to assume the MAG bid by the first ranked proposer, which the Negotiation Committee had suggested as a starting point for negotiations.
We do not share your position to commence negotiations at $3.9 million. This Agreement has the potential to last twelve (12) years and under the current Agreement, and even in this rare depressed economy, the Department receives approximately $4.7 million annually.

We are understandably disappointed by your position, part of which is somewhat confusing as it asserts that, based upon the percentage fee Clear Channel Airport's proposal is superior to that of its competitor and would in fact net to the Aviation Department an additional $1 million in the first year. Our records indicate that both companies proposed the same percentage fee of 65% of gross revenue. Please submit a clarification and propose an amount for the Department to consider for any further negotiation.
We are open to schedule a second meeting in an effort to move forward with this negotiation.

The Aviation Department looks forward to hearing from you.

This process is conducted under the provisions of the "Cone of Silence Ordinance". As a reminder, all communications other than those during the negotiation meetings will have to be done in writing by emailing me at mmoss@miami-airport.com.

Sincerely
Margaret Moss.
Margaret Hawkins Moss
Senior Procurement Contract Officer

c: M. Clark-Vincent, MDAD; Adrian Songer, MDAD; Sarah Abate, MDAD; R. Wood, CAO; A. Hathaway, Inspector General Office; Clerk of the Board

CLEARCHANNEL AIRPORTS

Michael Riley
President

Margaret Hawkins Moss
Aviation Senior Procurement Contract Officer
Miami -Dade Aviation Department
Contracts Administration Division
4200 N.W. 36th Street
Miami, FL 33122

Ms. Hawkins Moss,

We continue to be interested and excited about the opportunity to work with you and your staff. However, we were surprised when the Committee asked Clear Channel to assume the MAG bid by the first ranked proposer. We did not feel that MAG was realistic, even during the times preceding the current economic downturn. Indeed, the first ranked proponent appears to have agreed with that assessment, seeking to reduce its proposed MAG during its negotiations with the Committee to an amount only slightly higher than the MAG bid by Clear Channel. Therefore, Clear Channel is in no position to begin discussions regarding an agreement that would be based on our competitor's proposal.

Clear Channel remains committed to the proposal we submitted to Miami Dade. If the Committee would like to negotiate an agreement based on the MAG that Clear Channel submitted, we would be eager to participate in those discussions. If, however, the Committee is intent on Clear Channel assuming the cost of our competitor's mistake, we do not believe it makes sense for us to continue our discussions. Further, to the extent the Aviation Department is considering returning to the market to solicit another round of bids, we fear that given the current economic conditions the bids would likely be considerably lower than those submitted last year. If that proves true, the Aviation Department would have given up the opportunity to enter into an agreement with Clear Channel that, based solely on the difference in the percentage fee bid by Clear Channel, would have netted the Aviation Department approximately $1,000,000 in additional revenue starting year 1.

We suggest that the meeting scheduled for April 9th be cancelled and rescheduled when the parties can reach some common ground on the starting point for those discussions.

Sincerely,

Michael Riley
President

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4/7/2009

Memorandum

MIAMI-DADE COUNTY

Date: February 25, 2009

To: George M. Burgess
County Manager

From: Miguel Southwell, MDAD, Chairperson,
Negotiation Committee

Subject: Negotiation Committee Report for Request for Proposals for Advertising Display Program
RFP No. MDAD-05-06

As authorized by Administrative Order 3-38 and the County Manager's memorandum dated August 4, 2008, the appointed Negotiation Committee ("Committee") met and conducted the negotiation process for the subject services on August 14, 2008, September 9, 2008, December 22, 2008, and January 15, 2009. This process was conducted in accordance with the procedures specified by the Request for Proposals ("RFP").

For information purposes: JCDecaux Airport, Inc. ("JCDecaux") original price proposal for the Minimum Annual Guarantee ("MAG") is Five Million One Hundred Thousand Dollars ($5,100,000) and their Percentage Fee is Sixty-Five Percent (65%), which gave them the Highest Proposed MAG and Percentage Fee. Clear Channel Airports original price proposal for the MAG is Three Million Nine Hundred Thousand Dollars ($3,900,000) and their Percentage Fee is Sixty-Five Percent (65%), and Eye Fly Miami (MIA) LLC original price proposal for the MAG is Three Million Five Hundred Thousand Dollars ($3,500,000) and their Percentage Fee is Sixty Percent (60%).

Recommendation

It is recommended that you authorize negotiations with the second ranked firm Clear Channel Airports and in the event that we do not reach accord with Clear Channel Airports, then open negotiations with the third ranked firm Eye Fly Miami (MIA) LLC. Upon a successful completion of negotiations, the Committee will make a recommendation to award a contract to the firm that has agreed to the most favorable terms for the County.

Negotiation Committee Meeting – August 14, 2008

Mrs. Moss (Contracting Officer) provided the Negotiation Committee with a copy of the redline Agreement and briefed the Committee on the revisions, then turned the meeting over to the Committee.

Mr. Southwell (Chairperson) gave an overview of the financial crisis at Miami International Airport (MIA) and the General Aviation Airports (GAA) and explained the purpose of the meeting. The Chairperson discussed the need for options that both JCDecaux Airport, Inc. (JCDecaux) and Miami-Dade Aviation Department (MDAD) could work with, such as selling advertisement on parking garages, destination advertisement, and looking for ways to build revenue. The Chairperson advised JCDecaux that MDAD is looking for the Minimum Annual Guarantee revenue to be stepped up with increments of One Million Dollar ($1,000,000) each year.

The Chairperson asked JCDecaux for their comments. JCDecaux advised the Committee how eager they are to bring more revenue and sponsorship programs. JCDecaux indicated how business went down after September 11, 2001 (911), and took several years to rebuild, and advised that last year was their best year. JCDecaux discussed types of advertisement, and then proceeded to review their redline changes in the Agreement. Each point was successfully addressed and an agreement was reached in all.

The Committee adopted a motion to have JCDecaux review the Agreement with the changes as discussed in the meeting and visit the GAA. Another Negotiation Committee meeting would be scheduled at a later date to finalize the Agreement.

Negotiation Committee Meeting – September 9, 2008
A satisfactory Agreement was negotiated with JCDecaux Airport, Inc. on September 9, 2008. The Negotiation Committee successfully negotiated the MAG and the percentage fee for the GAA's.

JCDecaux agreed to pay MDAD as originally proposed a MAG of Five Million One Hundred Thousand Dollars ($5,100,000), in the first year of the Term. For the second year and each year thereafter, JCDecaux agreed to pay the prior year MAG with any adjustments to reflect changes in the Consumer Price Index ("CPI") or seventy-five percent (75%) of the aggregate amount paid the prior year, whichever is greater.

JCDecaux proposed and MDAD agreed to share their risk by accepting to re-negotiate the MAG, if the HSBC Bank sponsorship program of the jet bridges is not renewed in equivalent or better financial terms, and JCDecaux cannot secure another advertiser for the jet bridge advertising program for an amount equal to or greater than the amount paid by HSBC for that program in year five (5) of the term. The recalculation shall be achieved by deducting an amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000) from the actual MAG at that particular time. However, the recalculated MAG shall not be less than the original proposed MAG of Five Million One Hundred Thousand Dollars ($5,100,000), plus all the previous annual CPI calculations, since inception of the Agreement.

JCDecaux agreed to pay the percentage fee of sixty-five percent (65%) of Gross Revenues if that amount is greater than the Minimum Monthly Guarantee.

Furthermore, the percentage fee of the Gross Revenues derived from the sale of advertising placements at the GAA was set at fifty percent (50%), which amount would not be accrued towards the MAG.

The meeting was adjourned with both parties having reached an Agreement.

November 14, 2008 - JCDecaux submitted via an email a request for changes to Sub Article 3.01 "Minimum Annual Guarantee" of the Agreement, and proposed a lower initial MAG ($4,000,000) with a higher annual escalation from seventy-five percent (75%) to eighty percent (80%), JCDecaux suggested this request was motivated by the very dramatic current economic conditions, which are significantly altering their short and medium-term prospects for revenue growth at MIA, and made it extremely difficult to project for the future. JCDecaux best indicator of what the risk might be was to look at the impact of the previous 911 events. According to JCDecaux's revenue at MIA went down from a Six Million One Hundred Thousand Dollars ($6,100,000) high in 2000 to a Three Million Nine Hundred Thousand Dollars ($3,900,000) low in 2002, a forty-four percent (44%) decrease. JCDecaux's indicated that the request to lower the initial MAG to Four Million Dollars ($4,000,000) did not protect them against such a dramatic potential loss of revenue, but they advised they wanted to be respectful to what other bidders had offered. From JCDecaux's viewpoint, the proposed increase to eighty percent (80%) from seventy-five percent (75%) of the previous year's payments as a potential annual growth of the MAG gives MDAD an opportunity to see the MAG grow faster than with their previous proposal once the economy has recovered. JCDecaux proceeded to request that negotiations be re-opened.

A letter dated December 3, 2008 was sent to JCDecaux indicating that MDAD intention was to move forward with the Agreement as negotiated, stating that MDAD believed that JCDecaux could meet the proposed terms. A deadline was set for December 10, 2008 for JCDecaux to sign and return the Agreement. A letter dated December 12, 2008 from JCDecaux requested further negotiation of the draft Agreement due to US economic collapse. On December 15, 2008 the Contracting Officer scheduled a third negotiation meeting for December 22, 2008.

Negotiation Committee Meeting Requested by JCDecaux – December 22, 2008

The Negotiation Committee was reconvened, following a request from JCDecaux, to in effect, reopen negotiations. At that meeting, the Contracting Officer provided the Negotiation Committee with a briefing of the past meetings and indicated this meeting was held at the request of JCDecaux through a letter dated on December 12, 2008. The Chairperson asked JCDecaux to address the issues detailed in their letter and to provide an overview of the current situation of the advertising industry.

JCDecaux indicated that the conditions had changed significantly since the negotiations successfully completed on September 9, 2008 meeting and that the advertising industry has been impacted in a large scale; therefore, they could not commit to the Agreement as negotiated. Furthermore, JCDecaux indicated that they were not only unable to maintain the original proposed MAG of Five Million One Hundred Thousand Dollars ($5,100,000); they could not meet the Four Million Dollars ($4,000,000) MAG offered in their November 14, 2008 correspondence. In lieu JCDecaux offered a MAG payment of eighty percent (80%) of the Gross Revenue for the previous year, which would be recalculated every year.

The Negotiation Committee, through the Chairperson, indicated that a request for the twenty percent (20%) reduction on the MAG could not be accepted at this time. Research indicated that the airport advertising sector would not be down considerably during the year 2009-2010. Furthermore, the Chairperson advised that the solicitation process had to be re-opened and the other proposers would have to be invited to negotiate, if JCDecaux insists on the lower MAG.

The Negotiation Committee indicated that they would agree to include some language in the Agreement that would address issues related to the recession period to accommodate JCDecaux's concerns regarding lowering the MAG. JCDecaux's legal counsel was asked to provide the language to the County Legal counsel for review.

To expedite the process, the Negotiation Committee authorized the Chairperson to move forward with an award recommendation if the language to be proposed by JCDecaux was consistent with the negotiation.

December 29, 2008 - JCDecaux submitted language with additional material changes to those discussed at the meeting as follows: 1) Third party non binding mediation, 2) Right for Concessionaire to terminate Agreement in case of an impasse on the MAG negotiation, 3) Defer implementation of the Capital Investment and Improvements to Locations without penalties implications, for a period of twelve months and 4) MAG payment postponement until resolution of the dispute. In response, MDAD submitted to JCDecaux, language that was consistent with the December 22, 2008 meeting and Agreement. Such language allowed for MDAD to consider, upon request by JCDecaux Airport Inc., a reduction in the MAG, not to affect or alter the MAG for any other period under the Agreement, if a drop exceeding five percent (5%) in Gross Revenue for i) the first twelve (12) month period following an air transportation disaster of the nature of 911 or ii) any twelve (12) month period of an officially recognized U.S. recession would occur. A deadline was set for JCDecaux of January 12, 2009 to sign the

Agreement with the changes as written by MDAD which were consistent with the language discussed on December 22, 2008.

January 14, 2009 - MDAD sent a letter to JCDecaux advising them that MDAD was moving forward, and also attached a copy of the advertisement for the Negotiation Committee meeting scheduled for January 15, 2009.

JCDecaux did not sign the Agreement, and has not signed the Agreement to date.

Negotiation Committee Meeting – January 15, 2009
The Negotiation Committee reconvened and voted to recommend to the County Manager to move forward with negotiations with the second ranked firm: Clear Channel Airport, since the Negotiation Committee declared an impasse with the first ranked firm: JCDecaux Airport, Inc.

Attached are the following items:
The County Managers memo dated August 4, 2008
The Chairpersons Evaluation/Selection Committee Report dated July 21, 2008, meetings Summary Minutes of July 2, 2008, the Overall Results
Letter from JCDecaux dated December 12, 2008
Letter to JCDecaux from MDAD January 14, 2009

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Margaret Hawkins Moss, MDAD, Chairperson (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE
Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

Memorandum

MIAMI-DADE COUNTY

Date: March 4, 2009

To: Margaret Hawkins Moss
Contracting Officer
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

With reference to the Negotiation Committee ("Committee") report of February 25, 2009 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to negotiate an Agreement on the above referenced project with the second ranked firm listed below, due to an impasse with the first ranked firm.

1. J C Decaux Airport, Inc.
2. **Clear Channel Airports**
3. Eye Fly Miami (MIA) LLC

Furthermore, the current Negotiation Committee is authorized to continue negotiating the Advertising Display Program Agreement for the Miami-Dade Aviation Department with the second ranked firm listed above:

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

The Negotiation Committee is to continue with the agreement negotiations and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager, including the below listed information:

1. A general description of the project or services.
2. The term of the Agreement
3. A brief description of the selection process.

If a satisfactory agreement cannot be reached with the second ranked firm, the Committee is authorized to proceed to negotiate with the third ranked firm. A report is to be prepared fully explaining all problems resulting from the negotiations with the second ranked firm. The final agreement and report should be sent to this Office.

Attachment

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

JCDecaux

George M. Burgess
County Manager
Miami-Dade County
Stephen P. Clark Center, 29th Floor
111 NW First Street
Miami, FL 33128

February 23, 2009

Out of Home Media

Algeria
Argentina
Australia
Austria
Belgium
Bosnia
Brazil
Bulgaria
Canada
Chile
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Iceland
India
Italy
Japan
Kazakhstan
Korea
Latvia
Lithuania
Luxembourg
Malaysia
Montenegro
Netherlands
Norway
Oman
Poland
Portugal
PR China
Qatar
Rep. of Ireland
Romania
Russia
Serbia
Singapore
Slovakia
Slovenia
Spain
Sweden
Switzerland
Thailand
Turkey
Ukraine
United Kingdom
United States
Uruguay
Uzbekistan

Re: Advertising Display Program at Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Burgess,

JCDecaux Airport has successfully operated the advertising concession at Miami International Airport for many years. We have enjoyed significant revenue growth that has benefited M-DAD, and implemented programs such as the shuttle-bus shelters and the Samsung Mobile Charging Stations that have provided much-needed services to airport users.

On January 31, 2008 we responded to the Request for Proposals issued by M-DAD for a new advertising concession at Miami International Airport. Following review of the three proposals received and interview presentations conducted on July 2nd, 2008, JCDecaux was ranked the highest by the Evaluation Selection Committee. We were subsequently invited for negotiations, which were conducted on August 14 and September 9, 2008. At that point both sides of the negotiation table believed in good faith that an agreement had been reached and that a prompt finalization of the award process would ensue.

On September 15, the credit crisis suddenly worsened dramatically with the bankruptcy of Lehman Brothers, the fire-sale of Merrill Lynch to Bank of America and A.I.G. seeking funding which resulted days later in an $85 billion bailout from the U.S. Federal Reserve. Since then scores of other financial calamities have cascaded from those early events, including bailouts for the domestic automobile manufacturers, crisis for the commercial property industry, even one of Miami Beach's vaunted modeling agencies shutting its doors for good last week, for lack of advertisers. This crisis has now blossomed into the worst economic downturn since the Great Depression, and no-one can predict where and when it will end.

The impact of this situation on our business is very dramatic, and as a result, we requested a renegotiation of the terms of the proposed contract with the M-DAD Negotiation Committee. In spite of a good-faith effort on both sides, no agreement could be found and on January 14, 2009, we were officially notified

JCDecaux North America
3 Park Avenue, 33rd Floor - New York, NY 10016 - USA
Telephone: 646 834 1200 - Fax: 646 834 1201 - www.jcdecauxna.com

JCDecaux

that the Department could not accept our proposed changes and would be taking the necessary steps to advance the competitive process.

The point of this letter is not to dispute this process. Rather, it is to try and help the County make the soundest decision in this time of crisis, one that will eventually lead to the greatest long-term benefits for M-DAD.

As the proposer ranked highest by the Evaluation Selection Committee, JCDecaux remains committed to successfully negotiating a realistic contract with M-DAD. Our reluctance to enter into a contract based on financial terms that were offered more than a year ago was based exclusively on our fear that the new economic conditions would result in a significant and potentially lasting drop in advertising spending. Unfortunately, our fears were well-founded, and we can already feel the impact of the crisis on the local economy with a 55% and growing drop in our revenue from local advertisers at Miami International Airport. We have been able to compensate this shortfall so far thanks to the large jet bridge branding contract we signed with HSBC last year. However, several major national and international advertisers such as MasterCard, Duty Free America and Bank of America have not renewed their advertising campaigns this year. Overall, our revenue for 2009 is clearly at risk of being significantly lower than last year's. Should a new concessionaire be selected now and the transition occur in the course of this year, the risk on the 2009 revenue will be even greater as the transfer process will provide advertisers already under contract with an opportunity to cancel their commitments.

Miami International is not the only airport that has been facing difficulties with their advertising concession as a result of the economic meltdown. Tampa International Airport just granted JCDecaux a one-year extension with a reduced MAG after we similarly declined to sign a new concession contract based on a bid that predated the crisis. Sarasota Bradenton International Airport has decided to grant an 18-month extension to their current concessionaire rather than going out for bids in the current economic context. We also hear that Detroit Metropolitan Wayne County Airport's recent RFP was unsuccessful, clearly a consequence of the economic situation as well (JCDecaux, for one, decided not to participate on that ground).

Under these circumstances, our respectful and experienced recommendation to M-DAD and Dade County would be to terminate the current procurement process and wait for better times to launch a new RFP and reap the full benefit of the advertising potential that Miami International Airport presents in normal economic times. In the alternative M-DAD should consider freezing the current process in place but delay contract negotiations until the economic environment stabilizes and improves. Now is the time to wait. In addition, by postponing a

JCDecaux

new RFP or the conclusion of the current process, MDAD will also get the added benefit of a completed North Terminal, which was not the case this time around.

JCDecaux is currently operating the advertising concession at Miami International Airport under an annual permit which expires on April 30, 2009. Should the County decide that this is the best way to go, JCDecaux stands ready to continue serving M-DAD under the terms of our current permit as extended, and is fully committed to continue dedicating itself to maximizing advertising revenue at Miami International Airport.

Thank you very much for your attention.

Sincerely,

B. Parisot

Bernard Parisot
President & co-CEO

Cc: Jose Abreu, P.E. (Director)
Miguel Southwell (Deputy Director Business Retention & Development)
Margaret Hawkins Moss (Senior Procurement Contract Officer)
Clerk of the Board

MIAMI INTERNATIONAL AIRPORT

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

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miamidade.gov

January 14, 2009

Mr. Bernard Parisot, Co-Chief Executive Officer
JCDecaux Airport, Inc.
5200 Blue Lagoon Drive, Suite 235
Miami, Florida 33126

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Sir:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to your legal representative Simon Ferro's correspondence dated January 12, 2009 with suggested revisions to Article 21.12 of the Agreement.

MDAD has hoped to conclude its agreement with your firm to continue its long held partnership. However, the Department will not be accepting your proposed expanded changes and will be taking the necessary steps to advance the competitive process. The Department is moving forward based on the following reasons:

1) Your firm has failed to meet the January 12, 2009 deadline on which to return the signed documents requested by MDAD.

2) Your firm has expanded MDAD's unprecedented compromise language, beyond that which was agreed upon at the conclusion of the negotiation meeting of December 22, 2008.

3) The language being proposed by your firm materially changes the intent of the RFP; changes to which other proposers should have an opportunity to respond.

We thank you for your continued interest in being MDAD's partner, and wish your company well as the County advances this competitive process.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

Cordially,

Margaret Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

C: Bobbie Jones-Wilfork, Marie Clark Vincent, Sarah Abate, David Murray (Assistant County Attorney), Roy Wood (Assistant County Attorney), Aaron Hathaway (Inspector General Office), Linda Cave (Clerk of the Board) Olga Valverde (Clerk of The Board), File

Commercial Airport
Miami International Airport

General Aviation Airports
Dade-Collier Training & Transition
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miamidade.gov

December 3, 2008

Mr. Bernard Parisot, Co-Chief Executive Officer
JCDecaux Airport, Inc.
5200 Blue Lagoon Drive, Suite 235
Miami, Florida 33126

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Sir:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to your email dated November 7, 2008 requesting to re-negotiate. Unfortunately, we must deny your request.

On January 31, 2008 Miami-Dade County received three (3) submittals for the subject project, which the Evaluation Selection Committee reviewed, and ranked based on the terms of the Request for Proposals (RFP). The Evaluation Selection Committee ranked your firm the highest and requested authorization from the County Manager to move forward and negotiate. On August 4, 2008 the County Manager appointed a Negotiation Committee to negotiate with your firm, which negotiations began on August 14, 2008, and continued on September 9, 2008. On September 9, 2008 your firm and the Negotiation Committee reached a final Agreement and negotiations were closed with a vote by the Negotiation Committee to recommend to the County Manager that your firm be awarded the contract. MDAD is ready to move forward with the recommendation to award based on the Agreement as negotiated.

Please provide the following documents listed below no later than the close of business on Thursday, December 10, 2008. If we do not receive the following documents by the stated date we will move the project forward accordingly. All efforts in expediting the delivery of these documents would be appreciated:

- One (1) Original Up to date set of Affidavits (Exhibit D-D1).
- One Original copy of Insurance Policy (Article 11-Insurance).
- One copy of the firm's Declaration of Policy reflecting SBD's approval, and an updated copy of the Affirmative Action Plan; and,
- Seven (7) original signature pages executed by an officer or other authorized representative. The corporate seal must also be affixed for corporations (page 61 of the agreement).

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

Cordially,

Margaret H. Moss

Margaret Hawkins Moss
Senior Procurement Contract Officer

C: Bobbie Jones-Wilfork, Marie Clark Vincent, Sarah Abate, David Murray (Assistant County Attorney), Roy Wood (Assistant County Attorney), Aaron Hathaway (Inspector General Office), Linda Cave (Clerk of the Board) Olga Valverde (Clerk of The Board), File

Delivering Excellence Every Day

Memorandum

MIAMI-DADE COUNTY

Date: March 4, 2009

To: Margaret Hawkins Moss
Contracting Officer
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

With reference to the Negotiation Committee ("Committee") report of February 25, 2009 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to negotiate an Agreement on the above referenced project with the second ranked firm listed below, due to an impasse with the first ranked firm.

1. J C Decaux Airport, Inc.
2. **Clear Channel Airports**
3. Eye Fly Miami (MIA) LLC

Furthermore, the current Negotiation Committee is authorized to continue negotiating the Advertising Display Program Agreement for the Miami-Dade Aviation Department with the second ranked firm listed above:

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

The Negotiation Committee is to continue with the agreement negotiations and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager, including the below listed information:

1. A general description of the project or services.
2. The term of the Agreement
3. A brief description of the selection process.

If a satisfactory agreement cannot be reached with the second ranked firm, the Committee is authorized to proceed to negotiate with the third ranked firm. A report is to be prepared fully explaining all problems resulting from the negotiations with the second ranked firm. The final agreement and report should be sent to this Office.

Attachment

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

Memorandum

Date: February 25, 2009

To: George M. Burgess
County Manager

From: Miguel Southwell, MDAD, Chairperson,
Negotiation Committee

Subject: Negotiation Committee Report for Request for Proposals for Advertising Display Program
RFP No. MDAD-05-06

As authorized by Administrative Order 3-38 and the County Manager's memorandum dated August 4, 2008, the appointed Negotiation Committee ("Committee") met and conducted the negotiation process for the subject services on August 14, 2008, September 9, 2008, December 22, 2008, and January 15, 2009. This process was conducted in accordance with the procedures specified by the Request for Proposals ("RFP").

For information purposes: JCDecaux Airport, Inc. ("JCDecaux") original price proposal for the Minimum Annual Guarantee ("MAG") is Five Million One Hundred Thousand Dollars ($5,100,000) and their Percentage Fee is Sixty-Five Percent (65%), which gave them the Highest Proposed MAG and Percentage Fee. Clear Channel Airports original price proposal for the MAG is Three Million Nine Hundred Thousand Dollars ($3,900,000) and their Percentage Fee is Sixty-Five Percent (65%), and Eye Fly Miami (MIA) LLC original price proposal for the MAG is Three Million Five Hundred Thousand Dollars ($3,500,000) and their Percentage Fee is Sixty Percent (60%).

Recommendation

It is recommended that you authorize negotiations with the second ranked firm Clear Channel Airports and in the event that we do not reach accord with Clear Channel Airports, then open negotiations with the third ranked firm Eye Fly Miami (MIA) LLC. Upon a successful completion of negotiations, the Committee will make a recommendation to award a contract to the firm that has agreed to the most favorable terms for the County.

Negotiation Committee Meeting – August 14, 2008

Mrs. Moss (Contracting Officer) provided the Negotiation Committee with a copy of the redline Agreement and briefed the Committee on the revisions, then turned the meeting over to the Committee.

Mr. Southwell (Chairperson) gave an overview of the financial crisis at Miami International Airport (MIA) and the General Aviation Airports (GAA) and explained the purpose of the meeting. The Chairperson discussed the need for options that both JCDecaux Airport, Inc. (JCDecaux) and Miami-Dade Aviation Department (MDAD) could work with, such as selling advertisement on parking garages, destination advertisement, and looking for ways to build revenue. The Chairperson advised JCDecaux that MDAD is looking for the Minimum Annual Guarantee revenue to be stepped up with increments of One Million Dollar ($1,000,000) each year.

The Chairperson asked JCDecaux for their comments. JCDecaux advised the Committee how eager they are to bring more revenue and sponsorship programs. JCDecaux indicated how business went down after September 11, 2001 (911), and took several years to rebuild, and advised that last year was their best year. JCDecaux discussed types of advertisement, and then proceeded to review their redline changes in the Agreement. Each point was successfully addressed and an agreement was reached in all.

The Committee adopted a motion to have JCDecaux review the Agreement with the changes as discussed in the meeting and visit the GAA. Another Negotiation Committee meeting would be scheduled at a later date to finalize the Agreement.

Negotiation Committee Meeting – September 9, 2008
A satisfactory Agreement was negotiated with JCDecaux Airport, Inc. on September 9, 2008. The Negotiation Committee successfully negotiated the MAG and the percentage fee for the GAA's.

JCDecaux agreed to pay MDAD as originally proposed a MAG of Five Million One Hundred Thousand Dollars ($5,100,000), in the first year of the Term. For the second year and each year thereafter, JCDecaux agreed to pay the prior year MAG with any adjustments to reflect changes in the Consumer Price Index ("CPI") or seventy-five percent (75%) of the aggregate amount paid the prior year, whichever is greater.

JCDecaux proposed and MDAD agreed to share their risk by accepting to re-negotiate the MAG, if the HSBC Bank sponsorship program of the jet bridges is not renewed in equivalent or better financial terms, and JCDecaux cannot secure another advertiser for the jet bridge advertising program for an amount equal to or greater than the amount paid by HSBC for that program in year five (5) of the term. The recalculation shall be achieved by deducting an amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000) from the actual MAG at that particular time. However, the recalculated MAG shall not be less than the original proposed MAG of Five Million One Hundred Thousand Dollars ($5,100,000), plus all the previous annual CPI calculations, since inception of the Agreement.

JCDecaux agreed to pay the percentage fee of sixty-five percent (65%) of Gross Revenues if that amount is greater than the Minimum Monthly Guarantee.

Furthermore, the percentage fee of the Gross Revenues derived from the sale of advertising placements at the GAA was set at fifty percent (50%), which amount would not be accrued towards the MAG.

The meeting was adjourned with both parties having reached an Agreement.

November 14, 2008 - JCDecaux submitted via an email a request for changes to Sub Article 3.01 "Minimum Annual Guarantee" of the Agreement, and proposed a lower initial MAG ($4,000,000) with a higher annual escalation from seventy-five percent (75%) to eighty percent (80%), JCDecaux suggested this request was motivated by the very dramatic current economic conditions, which are significantly altering their short and medium-term prospects for revenue growth at MIA, and made it extremely difficult to project for the future. JCDecaux best indicator of what the risk might be was to look at the impact of the previous 911 events. According to JCDecaux's revenue at MIA went down from a Six Million One Hundred Thousand Dollars ($6,100,000) high in 2000 to a Three Million Nine Hundred Thousand Dollars ($3,900,000) low in 2002, a forty-four percent (44%) decrease. JCDecaux's indicated that the request to lower the initial MAG to Four Million Dollars ($4,000,000) did not protect them against such a dramatic potential loss of revenue, but they advised they wanted to be respectful to what other bidders had offered. From JCDecaux's viewpoint, the proposed increase to eighty percent (80%) from seventy-five percent (75%) of the previous year's payments as a potential annual growth of the MAG gives MDAD an opportunity to see the MAG grow faster than with their previous proposal once the economy has recovered. JCDecaux proceeded to request that negotiations be re-opened.

A letter dated December 3, 2008 was sent to JCDecaux indicating that MDAD intention was to move forward with the Agreement as negotiated, stating that MDAD believed that JCDecaux could meet the proposed terms. A deadline was set for December 10, 2008 for JCDecaux to sign and return the Agreement. A letter dated December 12, 2008 from JCDecaux requested further negotiation of the draft Agreement due to US economic collapse. On December 15, 2008 the Contracting Officer scheduled a third negotiation meeting for December 22, 2008.

Negotiation Committee Meeting Requested by JCDecaux – December 22, 2008

The Negotiation Committee was reconvened, following a request from JCDecaux, to in effect, reopen negotiations. At that meeting, the Contracting Officer provided the Negotiation Committee with a briefing of the past meetings and indicated this meeting was held at the request of JCDecaux through a letter dated on December 12, 2008. The Chairperson asked JCDecaux to address the issues detailed in their letter and to provide an overview of the current situation of the advertising industry.

JCDecaux indicated that the conditions had changed significantly since the negotiations successfully completed on September 9, 2008 meeting and that the advertising industry has been impacted in a large scale; therefore, they could not commit to the Agreement as negotiated. Furthermore, JCDecaux indicated that they were not only unable to maintain the original proposed MAG of Five Million One Hundred Thousand Dollars ($5,100,000); they could not meet the Four Million Dollars ($4,000,000) MAG offered in their November 14, 2008 correspondence. In lieu JCDecaux offered a MAG payment of eighty percent (80%) of the Gross Revenue for the previous year, which would be recalculated every year.

The Negotiation Committee, through the Chairperson, indicated that a request for the twenty percent (20%) reduction on the MAG could not be accepted at this time. Research indicated that the airport advertising sector would not be down considerably during the year 2009-2010. Furthermore, the Chairperson advised that the solicitation process had to be re-opened and the other proposers would have to be invited to negotiate, if JCDecaux insists on the lower MAG.

The Negotiation Committee indicated that they would agree to include some language in the Agreement that would address issues related to the recession period to accommodate JCDecaux's concerns regarding lowering the MAG. JCDecaux's legal counsel was asked to provide the language to the County Legal counsel for review.

To expedite the process, the Negotiation Committee authorized the Chairperson to move forward with an award recommendation if the language to be proposed by JCDecaux was consistent with the negotiation.

December 29, 2008 - JCDecaux submitted language with additional material changes to those discussed at the meeting as follows: 1) Third party non binding mediation, 2) Right for Concessionaire to terminate Agreement in case of an impasse on the MAG negotiation, 3) Defer implementation of the Capital Investment and Improvements to Locations without penalties implications, for a period of twelve months and 4) MAG payment postponement until resolution of the dispute. In response, MDAD submitted to JCDecaux, language that was consistent with the December 22, 2008 meeting and Agreement. Such language allowed for MDAD to consider, upon request by JCDecaux Airport Inc., a reduction in the MAG, not to affect or alter the MAG for any other period under the Agreement, if a drop exceeding five percent (5%) in Gross Revenue for i) the first twelve (12) month period following an air transportation disaster of the nature of 911 or ii) any twelve (12) month period of an officially recognized U.S. recession would occur. A deadline was set for JCDecaux of January 12, 2009 to sign the

Agreement with the changes as written by MDAD which were consistent with the language discussed on December 22, 2008.

January 14, 2009 - MDAD sent a letter to JCDecaux advising them that MDAD was moving forward, and also attached a copy of the advertisement for the Negotiation Committee meeting scheduled for January 15, 2009.

JCDecaux did not sign the Agreement, and has not signed the Agreement to date.

Negotiation Committee Meeting – January 15, 2009

The Negotiation Committee reconvened and voted to recommend to the County Manager to move forward with negotiations with the second ranked firm: Clear Channel Airport, since the Negotiation Committee declared an impasse with the first ranked firm: JCDecaux Airport, Inc.

Attached are the following items:
The County Managers memo dated August 4, 2008
The Chairpersons Evaluation/Selection Committee Report dated July 21, 2008, meetings Summary Minutes of July 2, 2008, the Overall Results
Letter from JCDecaux dated December 12, 2008
Letter to JCDecaux from MDAD January 14, 2009

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE

Margaret Hawkins Moss, MDAD, Chairperson (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

NEGOTIATION COMMITTEE

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

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Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2008

To: George M. Burgess
County Manager

From: Margaret Hawkins Moss, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Margaret H. Moss.

Subject: Evaluation/Selection Committee Report - Miami-Dade Aviation Department Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

As authorized by Administrative Order 3-38 and your memoranda dated December 10, 2007 and April 22, 2008, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on July 2, 2008 for both the prescreening and oral presentation meetings. This process was conducted in accordance with the procedure specified by the Request for Proposals ("RFP") as described in the attached summary minutes.

PRESCREENING MEETING OF July 2, 2008 (9:00 AM)

As announced in the Metro Calendar and the "Daily Business Review", the Committee met on July 2, 2008 at the Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida and undertook a review of the Proposals submitted by the following three (3) responding firms:

Clear Channel Outdoor, Inc. d/b/a/ Clear Channel Airports
Eye Fly Miami (MIA) LLC
J C Decaux Airport, Inc.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprise ("ACDBE") goal of 11% was established for the project and that MDAD Minority Affairs advised that three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC, and J C Decaux Airports were in compliance with the goal requirements. The Committee was also informed that the three (3) firms were found responsive by the County Attorney's Office. The three (3) firms were then invited to make a presentation before the Committee at the scheduled July 2, 2008 oral presentations.

ORAL PRESENTATIONS OF July 2, 2008 (10:00 AM)

As advertised in the Metro Calendar and the "Daily Business Review", a Committee meeting was held on July 2, 2008 at the Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida. At this meeting, the Committee heard oral presentations from: Clear Channel Airports, Eye Fly Miami (MIA) LLC, and J C Decaux Airport, Inc.

Representatives from the firms made a 30 minute presentation and had 20 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms. The Committee found the three (3) firms were responsible and met the Minimum Qualification requirements set forth in the RFP and then undertook an evaluation and ranking process based on the technical proposals and oral presentations. Following the technical proposal ranking, and as provided in the RFP, the sealed price envelopes were opened and read aloud. MDAD staff proceeded to apply the formula for calculation of the price score, as defined in the RFP, to determine the ranking based on price. Staff then proceeded to determine the overall ranking by adding the technical proposal score and the price proposal score for each proposer.

The following firms were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking. The Committee recommended that the highest ranked responsive and responsible firm be forwarded to the County Manager for approval and authorization to negotiate an agreement:

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Selection Committee Meetings

C: Clerk of the Board of County Commissioners

<u>EVALUATION/SELECTION COMMITTEE</u>:
Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSALS FOR

ADVERTISING DISPLAY PROGRAM

RFP No. MDAD-05-06

SELECTION COMMITTEE MEETINGS
SUMMARY MINUTES OF
July 2, 2008

As authorized by the County Manager's memoranda dated December 10, 2007 and April 22, 2008, the individuals listed below met on Wednesday, July 2, 2008, at the Miami International Airport, Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida, to review the materials submitted by three (3) firms in response to the solicitation notice regarding the subject Request for Proposals (RFP) as follows:

1. Clear Channel Airports
2. Eye Fly Miami (MIA) LLC
3. J C Decaux Airport, Inc.

EVALUATION/SELECTION COMMITTEE
Margaret Hawkins Moss, Chairperson (non-voting), MDAD
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

OTHER ATTENDEES:
Patricia Ryan, PhD., MDAD
Sarah Abate, MDAD
Abebe Tecle, MDAD
Roy Wood, ACA

PRESCREENING MEETING
Mrs. Margaret Hawkins Moss opened the public meeting, and noted that the meeting was being videotaped. The Evaluation/Selection Committee (Committee) and audience were asked to make introductions. Mrs. Moss then discussed the various distributed supporting project documentation and the evaluation process and forms. Also, each of the Committee members were asked to read and sign the neutrality disclosure form.

The Committee members were asked to review the proposals submitted by the three (3) proposers and the RFP prior to the July 2, 2008 meeting, the Committee also received a copy of the County Manager's memo dated December 10, 2007 and April 22, 2008 which addresses their responsibilities as Committee members.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprises (ACDBE) eleven percent (11%) goal of gross revenues was established for the project and the three (3) firms were found in compliance with the goal requirements. The Committee was provided the financial viability review performed by the Miami Dade Aviation Department (MDAD) Finance Division for each of the two (2) proposers and all were in compliance. Furthermore, Patricia Ryan, PhD., from the Commercial Operations Division at MDAD gave the Committee an overview of the scope of services.

The Committee received a copy of the letters to Clear Channel Airports and Eye Fly Miami (MIA) LLC from MDAD for further clarifications and the responses from Clear Channel Airports and Eye Fly Miami (MIA) LLC.

The Committee was also informed that the County Attorney's Office issued a responsiveness opinion and advised that the three (3) firms: Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc. were responsive to the RFP.

The Committee proceeded with the following action:

Moved: Ray Diaz

Motion: To accept the three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc. to be responsive and met the minimum qualifications.

Seconded: Rolando Aedo

Action: Unanimously adopted

The Committee then proceeded to take the following action:

Moved: Ray Diaz

Motion: To hear oral presentations from the three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc.

Seconded: Karen Naya

Action: Unanimously adopted

The Committee members then proceeded with the oral presentations with thirty (30) minutes for oral presentation and twenty (20) minutes for questions.

ORAL PRESENTATIONS

Representatives from the proposers made a thirty (30) minute presentation and responded to twenty (20) minutes of questions from the Committee. Upon conclusion of the presentations, Mrs. Moss distributed the Technical Scoring sheets to the Committee members; then Mrs. Moss reviewed the evaluation process with the Committee. The Committee members individually completed their technical scoring, and then the Committee proceeded to individually rank the firms in their order of preference as shown on the attached tabulation sheet. After the rankings were tabulated Mrs. Moss read each Committee members score aloud.

Mrs. Moss then publicly opened Parcel B (Price proposal) for the three (3) firms, and read the prices and the percentage from the Proposal Form aloud.

The overall ranking score was then computed based on the technical and price in accordance with the provisions in the RFP. The score was reviewed by Sarah Abate, Patricia Ryan and Roy Wood then Mrs. Moss proceeded to read the score aloud, and the Committee then ratified it.

The following action was taken:

Moved: Rolando Aedo

Motion: To recommend to the County Manager for his further consideration the order of preference for negotiation with the firms listed below in the Committee's order of suggested rank.

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC and

Seconded: Ray Diaz

Action: Unanimously adopted

The Committee then proceeded to take the following action:

Moved: Ray Diaz

Motion: To recommend to the County Manager for the appointment of the following members for the Negotiation Committee.

Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau

Seconded: Karen Naya

Action: Unanimously adopted

The Committee adjourned.

Margaret H. Moss.
Margaret Hawkins Moss, Chairperson (Non-Voting)

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR ADVERTISING DISPLAY PROGRAM AT MIA
RFP NO. MDAD-05-06
OVERALL RESULTS
JULY 02, 2008

FIRMS	SCORE INDIVIDUAL EVALUATORS					(A)	(B)	(C)	(D)	(E)	(F)	(G)	
	1	2	3	4	5	TOTAL TECH. POINTS	RANK BASED ON TECH.	PROPOSED MAG	MAG Points	PROPOSED PERCENTAGE FEE	PRICE PROPOSAL SCORE -PPS	ADJ. SCORE	OVERALL COMMITTEE RANKING
CLEAR CHANNEL AIRPORTS	2 790	2 810	2 745	1 785	1 820	2 3950	2	3,900,000	5X57=285	65%	5X75=375	4610	2
EYE FLY MIAMI (MIA) LLC	3 730	1 820	3 725	2 780	2 785	3 3840	3	3,500,000	5X52=260	60%	5X69=345	4445	3
J C DECAUX AIRPORT, INC.	1 820	3 775	1 780	2 780	1 820	1 3975	1	5,100,000	5X75=375	65%	5X75=375	4725	1

EVALUATORS

Margaret Hawkins Moss, MDAD (Chairperson) NON-VOTING
1. Ray Diaz, MDAD
2. Richard Etienne, MDAD
3. Rolando Aiedo, Greater Miami Convention and Visitors Bureau
4. Karen S. Naya, GIC
5. Lawanda Wright Robinson, SBD

*Refer to formula in Sub-section 5.4 of the RFP

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

J C DECAUX AIRPORT, INC.

5,100,000 (Proposer Proposed MAG)	÷	5,100,000 (Highest Proposed MAG)	=	1	x	75 Total Points	=	75 MAG Score
65% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	1	x	75 Total Points	=	75 % Fee Score
75 MAG Score	+	75 % Fee Score			x	5 # Comm. Members	=	750 **Total Price Proposal Score**

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

CLEAR CHANNEL AIRPORTS

3,900,000 (Proposer Proposed MAG)	÷	5,100,000 (Highest Proposed MAG)	=	.76	x	75 Total Points	=	57 MAG Score
65% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	1	x	75 Total Points	=	75 % Fee Score

57 MAG Score	+	75 % Fee Score	x	5 # Comm. Members	=	660 **Total Price Proposal Score**

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

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MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

EYE FLY MIAMI (MIA) LLC

3,500,000 (Proposer Proposed MAG)	÷	5,100,000 (Highest Proposed MAG)	=	.69	x	75 Total Points	=	52 MAG Score
60% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	.92	x	75 Total Points	=	69 % Fee Score
52 MAG Score	+	69 % Fee Score	x	5 # Comm. Members	=	605 **Total Price Proposal Score**		

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

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APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: JCDecaux Airport, Inc.

Print Name of Authorized Representative: Bernard Parisot

Signature of Authorized Representative of Proposer: B Paul

Date: January 30, 2008

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 5,100,000.00
In numbers

Minimum Annual Guarantee Five Million One Hundred Thousand Dollars
In words

2) Percentage Fee $ 65%
In numbers

Percentage Fee Sixty Five Percent
In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PROPOSER
(If individual, partnership or joint venture):

Name: ____________________

By: ____________________
Signature

____
Print Name

Title: ____________________

PROPOSER (If Corporation):

Name: JCDecaux Airport, Inc.

By: ____________________
President

Jean-Luc Decaux
Print Name

Attest: ____________________
Secretary

Gabrielle Brussel
Print Name

(CORP. SEAL)

Witnesses to above signature:

Jamie Q. Kenedy
Signature

Jamie Kenedy
Print Name

Signature

Pamela Rozell
Print Name

Dated January 30, 2008

Sworn to and subscribed before me
This 30th day of January , 2008

Stacey L. Ferris

Stacey L. Ferris
Notary Public

My commission Expires on:

June 28, 2008

(NOTARY SEAL)

STACEY L. FERRIS
Notary Public, State of New York
No. 01FE6111803
Qualified In New York County
Commission Expires June 28, 2008

APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Print Name of Authorized Representative: J. Michael Riley

Signature of Authorized Representative of Proposer:

Date: January 30, 2008

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 3,900,000.00
In numbers

Minimum Annual Guarantee Three Million Nine Hundred Thousand Dolla
In words

2) Percentage Fee ~~$~~ % 65%
In numbers

Percentage Fee Sixty-five per cent
In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PROPOSER
(If individual, partnership or
joint venture):

Name: ____________________

By: ____________________
Signature

____
Print Name

Title: ____________________

Witnesses to above signature:

____
Signature

____
Print Name

____
Signature

____
Print Name

Dated ____________________

Sworn to and subscribed before me
This _____ day of _________, 200_

____
Notary Public

My commission Expires on:

____

(NOTARY SEAL)

PROPOSER (If Corporation):

Name: Clear Channel Outdoor, Inc.
d/b/a Clear Channel Airports

By: ____________________
President

J. Michael Riley
Print Name

Attest: ____________________
~~Secretary~~ Controller

Joseph Szczurek
Print Name

(CORP. SEAL)

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APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: **Eye Fly Miami (MIA) LLC**

Print Name of Authorized Representative: **Clinton Brayne**

Signature of Authorized Representative of Proposer: ____________________

Date: **January 29, 2008**

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (Whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 3,500,000.00
In numbers

Minimum Annual Guarantee Three Million Five Hundred Thousand Dollars
In words

2) Percentage Fee

$	0-150,000/month	80%
$	150,001-250,000/month	70%
$	250,001-350,000/month	60%
$	350,000+/month	50%

In numbers

Percentage Fee

Less Than One Hundred Fifty Thousand Dollars per month: Eighty Percent

Between One Hundred Fifty Thousand One Dollars to Two Hundred Fifty Thousand Dollars per month: Seventy Percent

Between Two Hundred Fifty Thousand One Dollars to Three Hundred Fifty Thousand Dollars per month: Sixty Percent

Over Three Hundred Fifty Thousand One Dollars per month: Fifty Percent

In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PROPOSER
(If individual, partnership or Joint venture):

Name: Eye Fly Miami (MIA) LLC

By: ______________
Signature

Clinton Brayne
Print Name

Title: CFO

Witnesses to above signature:

____
Signature

Stephen Erickson
Print Name

____
Signature

Scott Huffman
Print Name

PROPOSER (If Corporation):

Name: ______________

By: ______________
President

____
Print Name

Attest: ______________
Secretary

____
Print Name

(CORP. SEAL)

Dated January 29, 2008

Sworn to and subscribed before me
This 29th day of January, 2008

Notary Public
Joanne M. Pierce

My commission Expires on:

(NOTARY SEAL)
JOANNE M. PIERCE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/16/2011

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JCDecaux

December 12, 2008

Mrs. Margaret Hawkins Moss
Senior Procurement Contract Officer
Miami-Dade Aviation Department
4200 NW 36th Street, 4th Floor
Miami, FL 33122

Out of Home Media

Algeria
Argentina
Australia
Austria
Belgium
Bosnia
Brazil
Bulgaria
Canada
Chile
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Iceland
India
Italy
Japan
Kazakhstan
Korea
Latvia
Lithuania
Luxembourg
Malaysia
Montenegro
Netherlands
Norway
Oman
Poland
Portugal
PR China
Qatar
Rep. of Ireland
Romania
Russia
Serbia
Singapore
Slovakia
Slovenia
Spain
Sweden
Switzerland
Thailand
Turkey
Ukraine
United Kingdom
United States
Uruguay
Uzbekistan

Re: Advertising Display Program at Miami International Airport
Project No. RFP-MDAD-05-06

Dear Ms. Moss,

I write to request further negotiation of the draft agreement so that the parties can take into account, the recent and unanticipated U.S. economic collapse which makes the economics of the proposed draft unrealistic. We believe it better for both parties to work toward a common solution than to execute an agreement which we are certain no company could perform on an economic basis. We are prepared to work with you to achieve an agreement within the scope of the RFP process which achieves the highest revenues possible for MDAD during this economic recession.

There has already been a steep reduction in advertising purchases which create a very uncertain outlook for the future. We believe our proposal to further negotiate is reasonable and lawful and that it will preserve the highest economic and service value achievable for MDAD in today's economic climate.

As the country and the world's largest airport advertising company we do not believe any competitor can outperform us, particularly in this very depressed market. Moreover, we have been a productive and faithful partner with MDAD for over 14 years. We very much want to continue to produce the highest possible revenue at MIA with the best looking advertising program.

Present economic conditions make the draft agreement unrealistic. Less than a week after our last negotiation meeting, on September 15, 2008, the credit crisis worsened dramatically with the bankruptcy filing of Lehman Brothers, the fire-sale of Merrill Lynch to Bank of America and A.I.G. seeking funding which resulted days later in an $85 billion bailout from the U.S. Federal Reserve.

Unfortunately, since that time things have only worsened. We have already seen the impact of this crisis on our activity in the last quarter of this year. At this point, 2009 is not looking good, and we are very concerned that we have not seen the worse of it yet. The fourth quarter of the year is the time when large advertising clients renew their campaigns for the following year, and we can already feel a significant slowdown in those commitments: major clients at MIA such as MasterCard, Duty Free Americas and Bank of America have already indicated that they would not renew their contracts in 2009. BMW, who had already signed-up for next year, are now indicating that they will most likely make use of their 90-day right to cancel, leaving a $400,000 gap in our

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budget. Others may follow their lead, making us fear a drop in revenue similar to what we experienced after the last recession when we lost 44% and $3 million in revenue in just two years, from 2000 to 2002. And at this point, no-one is able to predict how long and how deep this recession will be; only that it will be very long and very painful.

We enclose two articles which describe the current state of the advertising economy. Advertising spending is presently forecasted by certain analysts to decline around 6.2% percent in 2009 as compared with 2008, which is already expected to decline around 3.8% as compared with 2007.[1] Other analysts are even more pessimistic and have announced estimated declines as deep as 8.7% as compared with current numbers.[2] It would be unreasonable for our agreement not to take this reality into account.

Furthermore, airline passenger traffic projections for 2009 show a steep decline for both domestic and international travel, even worse than the one experienced after 2001. This will only reinforce the negative impact of the falling economy on airport advertising, as the audience we offer to advertisers dwindles.

JCDecaux Airport has been a long-time, reliable partner of MDAD. Even during the current RFP process, and despite the uncertainty of its outcome, we have continued developing and implementing major advertising programs that generate very significant revenue for the County and deliver highly needed services to the public – such as the HSBC jet bridge advertising program, the shuttle-bus shelters and the Samsung mobile charging stations. We hope that our performance over the years, our demonstrated commitment to delivering the best possible results for the County, and the high scores we received in the evaluation process, will persuade you that we are the best company to work with you to find solutions to the economic crisis within the parameters of the RFP process.

Thank you in advance for your consideration.

Sincerely,

Bernard Parisot
President & co-CEO

cc: Clerk of the Board
Roy Wood (Assistant County Attorney)
Miguel Southwell (Deputy Director Business Retention & Development)

Enclosures

[1] See ZenithOptimedia forecast cited in "Next Year is Looking Even Worse", in The New York Times, December 9, 2008, enclosed herewith.
[2] Matthieu Coppet, UBS Securities, Inc., UBS Global Media and Communications Conference, New York, *ibid.*

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The New York Times
nytimes.com

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December 9, 2008

ADVERTISING

Next Year Is Looking Even Worse

By STUART ELLIOTT

The bankruptcy filing on Monday by the Tribune Company underscored that the brunt of the injuries being suffered by the media during the recession are in local markets — especially newspapers.

Already, advertising is bracing for the possibility of the first two consecutive yearly declines in spending since the early days of the Great Depression. The effects of the financial crisis, which exacerbated the woes that have befallen advertisers since the recession began last December, are certainly being felt broadly among television, magazines, cable and other media. But newspapers in particular are being hit hard by the slump.

Many executives who spoke at an annual media conference in Midtown Manhattan, sponsored by UBS, released forecasts that predicted across-the-board declines in ad spending in 2009.

Another sign of how lackluster the results have been for newspapers is that UBS canceled a presentation on newspaper ad spending for Monday, the first morning of the conference. Such presentations had long been a mainstay of the event, formally called the Global Media and Communications Conference; this year's, which continues through Wednesday, is the 36th annual conference.

For the United States, ZenithOptimedia is forecasting a decline in ad spending this year of 3.8 percent compared with 2007 and a decline of 6.2 percent in 2009 compared with 2008.

One reason for the larger decline next year is a slowdown in demand for ad space in newspapers, compared with relatively "robust" demand for commercial time on television, said Steve King, chief executive at ZenithOptimedia, a unit of the Publicis Groupe.

"We're in turbulent and challenging times," he said, resulting in "a sharp downturn in advertising spending."

Mr. King did offer a ray of hope to the ad and media industries. "It's not as though everyone has turned off the tap," he said. "People are still trying to sell goods and services."

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However, a UBS analyst who spoke at the conference, Matthieu Coppet, revised downward his estimates for ad spending. He previously forecast a decline in the United States next year of 5.9 percent compared with 2008; he changed that to a decline of 8.7 percent, primarily because local advertising could fall by a "double-digit level."

Mr. Coppet is predicting that local ad spending in newspapers in 2008 could fall 9 percent from 2007 and in 2009 it could fall 21 percent from 2008.

For newspapers in general — local and national ads, in America and other regions around the world — the declines Mr. Coppet is forecasting are, he wrote in a report, "the worst in the history" of the medium.

Martin Sorrell, the chief executive at WPP, said he believed that an economic recovery would not take hold until 2010.

Although there is likely to be "more pressure in the first half than the second half" of 2009, Mr. Sorrell said, forecasts of a comeback in the second half are "optimistic."

"The real world won't change for the better till 2010," he added, "when greed has overcome fear yet again."

Ad spending in the United States this year is being "really pulled down by extreme softness in spending at the local level," according to another speaker at the conference, Robert J. Coen, senior vice president and forecasting director at Magna in New York, a media services unit of the Interpublic Group of Companies.

He is predicting a 16 percent decline in ad spending for local newspapers in 2008 compared with 2007. By comparison, Mr. Coen is expecting local television ad spending in 2008 to fall 9 percent from 2007; local radio, 8 percent; local yellow pages, 3 percent; and other local media, 0.5 percent.

And it will be almost as bad for local newspapers come next year, Mr. Coen predicted, with ad spending declining 12 percent compared with 2008.

The figures for other local media in 2009 are not as bad: local TV, down 7 percent; local radio, down 6 percent; local yellow pages, down 5 percent; and other local media, down 3.7 percent.

Spending in newspapers this year by national advertisers is also falling. Mr. Coen is forecasting a decline of 10 percent compared with 2007. That would tie newspapers with radio for the worst showing for national advertising in 2008.

The Coen forecast for national ad spending next year in newspapers echoes the local outlook. He is projecting a 10 percent decline compared with 2008, second only to national spot TV, with a decline of 11 percent.

If Mr. Coen's predictions come to pass, they would stir memories — or nightmares — on Madison Avenue of the 1930s. Mr. Coen, who has been tracking ad trends for decades, revised his forecast for total ad spending in the United States in 2008 to a decline of 3.2 percent from 2007. At different times in the last year and a half, he had forecast gains for 2008 of 2 percent, 3.7 percent and 5 percent.

Coupled with Mr. Coen's final figures for American ad spending in 2007, which showed a decline of 0.7 percent from 2006, two consecutives down years in 2007 and 2008 would be the first since 1932 and 1933.

Mr. Coen is also forecasting a decline for 2009, of 4.5 percent from 2008. That also represents a downward revision; he predicted in July that ad spending next year would rise 3.1 percent from this year.

If there are indeed three consecutive years of declines — 2007, 2008, 2009 — it would be the first time that has happened since 1931-33.

(For the record, there were four consecutive down years at the start of the Depression, according to Mr. Coen's records; ad spending in 1930 fell compared with 1929.)

Among the reports issued by companies not presenting at the conference were forecasts from the Carat media agency, part of the Aegis Group. Carat predicted that ad spending in the United States this year would rise 1.7 percent from 2007 but fall in 2009 by 6.5 percent from 2008.

Spending for ads in newspapers next year will decline "by another 10 to 15 percent" from 2008, the Carat report said, as categories like real estate, retail and classified "all may see their newspaper spending drop by double digits."

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Speakers at the UBS conference reiterated that ad spending will be slow to return.

Adam Smith, futures director at GroupM, a media division of WPP, predicted an increase in American ad spending this year compared with last, albeit just 0.3 percent.

But Mr. Smith agreed that 2009 would be weaker than 2008; he is predicting a 3.2 percent decline.

For worldwide ad spending next year, Mr. Smith said, newspapers will suffer the largest decline of any medium, down 3.6 percent from 2008.

As a result, Mr. Smith forecast a "cultural shift" in the newspaper industry, as local and regional papers adjust from 30 percent profit margins to 10 percent margins — "forever."

THE WALL STREET JOURNAL.
WSJ.com

ADVERTISING | DECEMBER 8, 2008

Ad-Spending Forecasts Are Glum

Estimates Vary, but Economic Crisis Is Expected to Spur Cuts in U.S., Abroad

By EMILY STEEL

For the advertising and media industries, the worst is yet to come, according to some of Madison Avenue's most closely watched forecasts.

Fallout from the global financial crisis will bring cuts in total ad spending next year both in the U.S. and abroad, though predictions vary widely. Publicis Groupe media agency ZenithOptimedia expects U.S. ad spending to drop 6.2% in 2009 to $161.8 billion. WPP's agency GroupM sees a decline of 3% to $157 billion.

Continued growth in emerging markets will help offset declines in North America and Western Europe, according to both firms, which predict that global ad spending will decline by 0.2% in 2009.

Both companies plan to present their forecasts Monday morning at the UBS Global Media and Communications Conference in New York. Their predictions have been keenly anticipated as industry observers seek signs of how severe an impact the economic downturn will have on the ad business.

Another high-profile forecaster, Robert J. Coen, senior vice president and director of forecasting at Interpublic Group's Magna, also plans to present his predictions at the conference Monday. IPG declined to release its forecasts ahead of time.

Forecasts from Zenith and GroupM represent differing views on ad spending in 2008. Zenith says the current ad spending downturn started in the third quarter and has accelerated through the end of the year, with U.S. ad spending down 3.8% in 2008 to $172.5 billion. Group M is predicting that U.S. ad spending increased 0.3% this year to $162 billion.

In addition to weakness in spending from automotive and financial advertisers, GroupM predicts that retailers will be under pressure following the critical holiday sales season. It says that while it has yet to see wholesale cancellations among its clients, advertisers are now watching every penny.

Spending cuts probably will be most severe for newspapers, magazines and radio as advertisers shift dollars to digital media. One bright spot continues to be Internet, which will keep on growing, albeit not as quickly as in recent years. Online ad spending is expected to increase 5% in 2009, down from 16% growth in 2008, according to GroupM. TV spending also should fare relatively well in the downturn. Advertisers are familiar with using that model to build brands, and TV viewing tends to rise in recessions because TV is a low-cost entertainment option, according to Zenith.

Still, these forecasts paint rosier pictures than recent predictions from Wall Street analysts, which also are split.

Just last week, Fitch Ratings cautioned that U.S. ad spending next year would drop between 6% and 9%, in line with the steep downturn experienced in 2001 following the bursting of the dot-com bubble and the Sept. 11 terrorist attacks. That year was the worst ad recession since 1970.

Fitch predicts that the current downturn will extend well into 2010, probably causing broad pullbacks in both the national and the local markets, pressure across a wide spectrum of advertising categories including retail, auto and financial services, and a glut of ad space thanks to the Web and other emerging media.

UBS is forecasting that U.S. ad spending will fall 6% in 2009 but doesn't anticipate the ad spending decline will be as steep as in 2001.

Write to Emily Steel at emily.steel@wsj.com

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Commercial Airports
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

January 14, 2009

Mr. Bernard Parisot, Co-Chief Executive Officer
JCDecaux Airport, Inc.
5200 Blue Lagoon Drive, Suite 235
Miami, Florida 33126

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Sir:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to your legal representative Simon Ferro's correspondence dated January 12, 2009 with suggested revisions to Article 21.12 of the Agreement.

MDAD has hoped to conclude its agreement with your firm to continue its long held partnership. However, the Department will not be accepting your proposed expanded changes and will be taking the necessary steps to advance the competitive process. The Department is moving forward based on the following reasons:

1) Your firm has failed to meet the January 12, 2009 deadline on which to return the signed documents requested by MDAD.

2) Your firm has expanded MDAD's unprecedented compromise language, beyond that which was agreed upon at the conclusion of the negotiation meeting of December 22, 2008.

3) The language being proposed by your firm materially changes the intent of the RFP; changes to which other proposers should have an opportunity to respond.

We thank you for your continued interest in being MDAD's partner, and wish your company well as the County advances this competitive process.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

Cordially,

Margaret H. Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

C: Bobbie Jones-Wilfork, Marie Clark Vincent, Sarah Abate, David Murray (Assistant County Attorney), Roy Wood (Assistant County Attorney), Aaron Hathaway (Inspector General Office), Linda Cave (Clerk of the Board) Olga Valverde (Clerk of The Board), File

JCDecaux

George M. Burgess
County Manager
Miami-Dade County
Stephen P. Clark Center, 29th Floor
111 NW First Street
Miami, FL 33128

February 23, 2009

Out of Home Media

Algeria
Argentina
Australia
Austria
Belgium
Bosnia
Brazil
Bulgaria
Canada
Chile
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Iceland
India
Italy
Japan
Kazakhstan
Korea
Latvia
Lithuania
Luxembourg
Malaysia
Montenegro
Netherlands
Norway
Oman
Poland
Portugal
PR China
Qatar
Rep. of Ireland
Romania
Russia
Serbia
Singapore
Slovakia
Slovenia
Spain
Sweden
Switzerland
Thailand
Turkey
Ukraine
United Kingdom
United States
Uruguay
Uzbekistan

Re: Advertising Display Program at Miami International Airport
Project No. RFP-MDAD-05-06

Dear Mr. Burgess,

JCDecaux Airport has successfully operated the advertising concession at Miami International Airport for many years. We have enjoyed significant revenue growth that has benefited M-DAD, and implemented programs such as the shuttle-bus shelters and the Samsung Mobile Charging Stations that have provided much-needed services to airport users.

On January 31, 2008 we responded to the Request for Proposals issued by M-DAD for a new advertising concession at Miami International Airport. Following review of the three proposals received and interview presentations conducted on July 2nd, 2008, JCDecaux was ranked the highest by the Evaluation Selection Committee. We were subsequently invited for negotiations, which were conducted on August 14 and September 9, 2008. At that point both sides of the negotiation table believed in good faith that an agreement had been reached and that a prompt finalization of the award process would ensue.

On September 15, the credit crisis suddenly worsened dramatically with the bankruptcy of Lehman Brothers, the fire-sale of Merrill Lynch to Bank of America and A.I.G. seeking funding which resulted days later in an $85 billion bailout from the U.S. Federal Reserve. Since then scores of other financial calamities have cascaded from those early events, including bailouts for the domestic automobile manufacturers, crisis for the commercial property industry, even one of Miami Beach's vaunted modeling agencies shutting its doors for good last week, for lack of advertisers. This crisis has now blossomed into the worst economic downturn since the Great Depression, and no-one can predict where and when it will end.

The impact of this situation on our business is very dramatic, and as a result, we requested a renegotiation of the terms of the proposed contract with the M-DAD Negotiation Committee. In spite of a good-faith effort on both sides, no agreement could be found and on January 14, 2009, we were officially notified

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that the Department could not accept our proposed changes and would be taking the necessary steps to advance the competitive process.

The point of this letter is not to dispute this process. Rather, it is to try and help the County make the soundest decision in this time of crisis, one that will eventually lead to the greatest long-term benefits for M-DAD.

As the proposer ranked highest by the Evaluation Selection Committee, JCDecaux remains committed to successfully negotiating a realistic contract with M-DAD. Our reluctance to enter into a contract based on financial terms that were offered more than a year ago was based exclusively on our fear that the new economic conditions would result in a significant and potentially lasting drop in advertising spending. Unfortunately, our fears were well-founded, and we can already feel the impact of the crisis on the local economy with a 55% and growing drop in our revenue from local advertisers at Miami International Airport. We have been able to compensate this shortfall so far thanks to the large jet bridge branding contract we signed with HSBC last year. However, several major national and international advertisers such as MasterCard, Duty Free America and Bank of America have not renewed their advertising campaigns this year. Overall, our revenue for 2009 is clearly at risk of being significantly lower than last year's. Should a new concessionaire be selected now and the transition occur in the course of this year, the risk on the 2009 revenue will be even greater as the transfer process will provide advertisers already under contract with an opportunity to cancel their commitments.

Miami International is not the only airport that has been facing difficulties with their advertising concession as a result of the economic meltdown. Tampa International Airport just granted JCDecaux a one-year extension with a reduced MAG after we similarly declined to sign a new concession contract based on a bid that predated the crisis. Sarasota Bradenton International Airport has decided to grant an 18-month extension to their current concessionaire rather than going out for bids in the current economic context. We also hear that Detroit Metropolitan Wayne County Airport's recent RFP was unsuccessful, clearly a consequence of the economic situation as well (JCDecaux, for one, decided not to participate on that ground).

Under these circumstances, our respectful and experienced recommendation to M-DAD and Dade County would be to terminate the current procurement process and wait for better times to launch a new RFP and reap the full benefit of the advertising potential that Miami International Airport presents in normal economic times. In the alternative M-DAD should consider freezing the current process in place but delay contract negotiations until the economic environment stabilizes and improves. Now is the time to wait. In addition, by postponing a

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new RFP or the conclusion of the current process, MDAD will also get the added benefit of a completed North Terminal, which was not the case this time around.

JCDecaux is currently operating the advertising concession at Miami International Airport under an annual permit which expires on April 30, 2009. Should the County decide that this is the best way to go, JCDecaux stands ready to continue serving M-DAD under the terms of our current permit as extended, and is fully committed to continue dedicating itself to maximizing advertising revenue at Miami International Airport.

Thank you very much for your attention.

Sincerely,

Bernard Parisot
President & co-CEO

Cc: Jose Abreu, P.E. (Director)
Miguel Southwell (Deputy Director Business Retention & Development)
Margaret Hawkins Moss (Senior Procurement Contract Officer)
Clerk of the Board

Memorandum

MIAMI-DADE COUNTY

Date: August 4, 2008

To: Margaret Hawkins Moss, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee - Miami-Dade Aviation Department
Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

With reference to your report of July 21, 2008 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to negotiate an Agreement on the above referenced project with the first ranked firm listed below.

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Advertising Display Program Agreement for the Miami-Dade Aviation Department with the first ranked firm listed above:

Miguel Southwell, MDAD, Chairperson
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Greater Miami Convention and Visitors Bureau

The Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement for final approval to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager, including the below listed information:

1. A general description of the project or services.
2. The term of the Agreement
3. A brief description of the selection process.

If a satisfactory agreement cannot be reached with the firm, a report is to be prepared fully explaining all problems resulting from the negotiations. The final agreement and report should be sent to this Office.

Attachment

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2008

To: George M. Burgess
County Manager

From: Margaret Hawkins Moss, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report - Miami-Dade Aviation Department Request For Proposals for Advertising Display Program
RFP No. MDAD-05-06

As authorized by Administrative Order 3-38 and your memoranda dated December 10, 2007 and April 22, 2008, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on July 2, 2008 for both the prescreening and oral presentation meetings. This process was conducted in accordance with the procedure specified by the Request for Proposals ("RFP") as described in the attached summary minutes.

PRESCREENING MEETING OF July 2, 2008 (9:00 AM)

As announced in the Metro Calendar and the "Daily Business Review", the Committee met on July 2, 2008 at the Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida and undertook a review of the Proposals submitted by the following three (3) responding firms:

Clear Channel Outdoor, Inc. d/b/a/ Clear Channel Airports
Eye Fly Miami (MIA) LLC
J C Decaux Airport, Inc.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprise ("ACDBE") goal of 11% was established for the project and that MDAD Minority Affairs advised that three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC, and J C Decaux Airports were in compliance with the goal requirements. The Committee was also informed that the three (3) firms were found responsive by the County Attorney's Office. The three (3) firms were then invited to make a presentation before the Committee at the scheduled July 2, 2008 oral presentations.

ORAL PRESENTATIONS OF July 2, 2008 (10:00 AM)

As advertised in the Metro Calendar and the "Daily Business Review", a Committee meeting was held on July 2, 2008 at the Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida. At this meeting, the Committee heard oral presentations from: Clear Channel Airports, Eye Fly Miami (MIA) LLC, and J C Decaux Airport, Inc.

Representatives from the firms made a 30 minute presentation and had 20 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms. The Committee found the three (3) firms were responsible and met the Minimum Qualification requirements set forth in the RFP and then undertook an evaluation and ranking process based on the technical proposals and oral presentations. Following the technical proposal ranking, and as provided in the RFP, the sealed price envelopes were opened and read aloud. MDAD staff proceeded to apply the formula for calculation of the price score, as defined in the RFP, to determine the ranking based on price. Staff then proceeded to determine the overall ranking by adding the technical proposal score and the price proposal score for each proposer.

The following firms were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking. The Committee recommended that the highest ranked responsive and responsible firm be forwarded to the County Manager for approval and authorization to negotiate an agreement:

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Selection Committee Meetings

C: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Margaret Hawkins Moss, Chairperson, MDAD (non-voting)
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSALS FOR

ADVERTISING DISPLAY PROGRAM

RFP No. MDAD-05-06

SELECTION COMMITTEE MEETINGS
SUMMARY MINUTES OF
July 2, 2008

As authorized by the County Manager's memoranda dated December 10, 2007 and April 22, 2008, the individuals listed below met on Wednesday, July 2, 2008, at the Miami International Airport, Miami International Airport Hotel, Concourse "E", 7th Floor, Conference Rooms E&F, Miami, Florida, to review the materials submitted by three (3) firms in response to the solicitation notice regarding the subject Request for Proposals (RFP) as follows:

1. Clear Channel Airports
2. Eye Fly Miami (MIA) LLC
3. J C Decaux Airport, Inc.

EVALUATION/SELECTION COMMITTEE
Margaret Hawkins Moss, Chairperson (non-voting), MDAD
Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau
Karen S. Naya, GIC
Lawanda Wright Robinson, SBD

OTHER ATTENDEES:
Patricia Ryan, PhD., MDAD
Sarah Abate, MDAD
Abebe Tecle, MDAD
Roy Wood, ACA

PRESCREENING MEETING
Mrs. Margaret Hawkins Moss opened the public meeting, and noted that the meeting was being videotaped. The Evaluation/Selection Committee (Committee) and audience were asked to make introductions. Mrs. Moss then discussed the various distributed supporting project documentation and the evaluation process and forms. Also, each of the Committee members were asked to read and sign the neutrality disclosure form.

The Committee members were asked to review the proposals submitted by the three (3) proposers and the RFP prior to the July 2, 2008 meeting, the Committee also received a copy of the County Manager's memo dated December 10, 2007 and April 22, 2008 which addresses their responsibilities as Committee members.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprises (ACDBE) eleven percent (11%) goal of gross revenues was established for the project and the three (3) firms were found in compliance with the goal requirements. The Committee was provided the financial viability review performed by the Miami Dade Aviation Department (MDAD) Finance Division for each of the two (2) proposers and all were in compliance. Furthermore, Patricia Ryan, PhD., from the Commercial Operations Division at MDAD gave the Committee an overview of the scope of services.

The Committee received a copy of the letters to Clear Channel Airports and Eye Fly Miami (MIA) LLC from MDAD for further clarifications and the responses from Clear Channel Airports and Eye Fly Miami (MIA) LLC.

The Committee was also informed that the County Attorney's Office issued a responsiveness opinion and advised that the three (3) firms: Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc. were responsive to the RFP.

The Committee proceeded with the following action:

Moved: Ray Diaz

Motion: To accept the three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc. to be responsive and met the minimum qualifications.

Seconded: Rolando Aedo

Action: Unanimously adopted

The Committee then proceeded to take the following action:

Moved: Ray Diaz

Motion: To hear oral presentations from the three (3) firms, Clear Channel Airports, Eye Fly Miami (MIA) LLC and J C Decaux Airport, Inc.

Seconded: Karen Naya

Action: Unanimously adopted

The Committee members then proceeded with the oral presentations with thirty (30) minutes for oral presentation and twenty (20) minutes for questions.

ORAL PRESENTATIONS

Representatives from the proposers made a thirty (30) minute presentation and responded to twenty (20) minutes of questions from the Committee. Upon conclusion of the presentations, Mrs. Moss distributed the Technical Scoring sheets to the Committee members; then Mrs. Moss reviewed the evaluation process with the Committee. The Committee members individually completed their technical scoring, and then the Committee proceeded to individually rank the firms in their order of preference as shown on the attached tabulation sheet. After the rankings were tabulated Mrs. Moss read each Committee members score aloud.

Mrs. Moss then publicly opened Parcel B (Price proposal) for the three (3) firms, and read the prices and the percentage from the Proposal Form aloud.

The overall ranking score was then computed based on the technical and price in accordance with the provisions in the RFP. The score was reviewed by Sarah Abate, Patricia Ryan and Roy Wood then Mrs. Moss proceeded to read the score aloud, and the Committee then ratified it.

The following action was taken:

Moved: Rolando Aedo

Motion: To recommend to the County Manager for his further consideration the order of preference for negotiation with the firms listed below in the Committee's order of suggested rank.

1. J C Decaux Airport, Inc.
2. Clear Channel Airports
3. Eye Fly Miami (MIA) LLC and

Seconded: Ray Diaz

Action: Unanimously adopted

The Committee then proceeded to take the following action:

Moved: Ray Diaz

Motion: To recommend to the County Manager for the appointment of the following members for the Negotiation Committee.

Ray Diaz, MDAD
Richard Etienne, MDAD
Rolando Aedo, Great Miami Convention and Visitor Bureau

Seconded: Karen Naya

Action: Unanimously adopted

The Committee adjourned.

Margaret Moss.

Margaret Hawkins Moss, Chairperson (Non-Voting)

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR ADVERTISING DISPLAY PROGRAM AT MIA
RFP NO. MDAD-05-06
OVERALL RESULTS
JULY 02, 2008

FIRMS	SCORE INDIVIDUAL EVALUATORS					(A)	(B)	(C)	(D)	(E)	(F)	(G)	OVERALL COMMITTEE RANKING
	1	2	3	4	5	TOTAL TECH. POINTS	RANK BASED ON TECH.	PROPOSED MAG	MAG Points	PROPOSED PERCENTAGE FEE	PRICE PROPOSAL SCORE -PPS	ADJ. SCORE	
CLEAR CHANNEL AIRPORTS	2 790	2 810	2 745	1 785	1 820	2 3950	2	3,900,000	5X57=285	65%	5X75=375	4610	2
EYE FLY MIAMI (MIA) LLC	3 730	1 820	3 725	2 780	2 785	3 3840	3	3,500,000	5X52=260	60%	5X69=345	4445	3
J C DECAUX AIRPORT, INC.	1 820	3 775	1 780	2 780	1 820	1 3975	1	5,100,000	5X75=375	65%	5X75=375	4725	1

EVALUATORS

Margaret Hawkins Moss, MDAD (Chairperson) NON-VOTING
1. Ray Diaz, MDAD
2. Richard Etienne, MDAD
3. Rolando Aiedo, Greater Miami Convention and Visitors Bureau
4. Karen S. Naya, GIC
5. Lawanda Wright Robinson, SBD

*Refer to formula in Sub-section 5.4 of the RFP

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

CLEAR CHANNEL AIRPORTS

3,900,000	÷	5,100,000	=	.76	x	75	=	57
(Proposer Proposed MAG)		(Highest Proposed MAG)				Total Points		MAG Score
65%	÷	65%	=	1	x	75	=	75
(Proposer Proposed Pct. Fee)		(Highest Proposed Pct. Fee)				Total Points		% Fee Score

57	+	75	x	5	=	660
MAG Score		% Fee Score		# Comm. Members		**Total Price Proposal Score**

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

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MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

EYE FLY MIAMI (MIA) LLC

3,500,000 (Proposer Proposed MAG)	÷	5,100,000 (Highest Proposed MAG)	=	.69	x	75 Total Points	=	52 MAG Score
60% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	.92	x	75 Total Points	=	69 % Fee Score

52 MAG Score	+	69 % Fee Score	x	5 # Comm. Members	=	605 **Total Price Proposal Score**

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

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MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
ADVERTISING DISPLAY PROGRAM AT MIA
RFP-MDAD-05-06
July 02, 2008

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

J C DECAUX AIRPORT, INC.

5,100,000 (Proposer Proposed MAG)	÷	5,100,000 (Highest Proposed MAG)	=	1	x	75 Total Points	=	75 MAG Score
65% (Proposer Proposed Pct. Fee)	÷	65% (Highest Proposed Pct. Fee)	=	1	x	75 Total Points	=	75 % Fee Score
75 MAG Score	+	75 % Fee Score	x	5 # Comm. Members	=	**750 Total Price Proposal Score**		

Minimum MAG $ 3,000,000
Minimum percentage fee is 50%

APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: JCDecaux Airport, Inc.

Print Name of Authorized Representative: Bernard Parisot

Signature of Authorized Representative of Proposer: B Paul

Date: January 30, 2008

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 5,100,000.00
In numbers

Minimum Annual Guarantee Five Million One Hundred Thousand Dollars
In words

2) Percentage Fee $ 65%
In numbers

Percentage Fee Sixty Five Percent
In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PRICE PROPOSAL SCHEDULE - APPENDIX B RFP MDAD-05-06

PROPOSER
(If individual, partnership or joint venture):

Name: ____________________

By: ____________________
Signature

____
Print Name

Title: ____________________

PROPOSER (If Corporation):

Name: JCDecaux Airport, Inc.

By: ____________________
President

Jean-Luc Decaux
Print Name

Attest: ____________________
Secretary

Gabrielle Brussel
Print Name

(CORP. SEAL)

Witnesses to above signature:

Jamie Q. Kennedy
Signature

Jamie Kenedy
Print Name

____
Signature

Pamela Rozell
Print Name

Dated January 30, 2008

Sworn to and subscribed before me
This 30th day of January, 2008

Stacey L. Ferris
Stacey L. Ferris
Notary Public

My commission Expires on:

June 28, 2008

(NOTARY SEAL)

STACEY L. FERRIS
Notary Public, State of New York
No. 01FE6111803
Qualified in New York County
Commission Expires June 28, 2008

APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: **Eye Fly Miami (MIA) LLC**

Print Name of Authorized Representative: **Clinton Brayne**

Signature of Authorized Representative of Proposer: ____________________

Date: **January 29, 2008**

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (Whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 3,500,000.00
In numbers

Minimum Annual Guarantee Three Million Five Hundred Thousand Dollars
In words

2) Percentage Fee

$	0-150,000/month	80%
$	150,001-250,000/month	70%
$	250,001-350,000/month	60%
$	350,000+/month	50%

In numbers

Percentage Fee

Less Than One Hundred Fifty Thousand Dollars per month: Eighty Percent

Between One Hundred Fifty Thousand One Dollars to Two Hundred Fifty Thousand Dollars per month: Seventy Percent

Between Two Hundred Fifty Thousand One Dollars to Three Hundred Fifty Thousand Dollars per month: Sixty Percent

Over Three Hundred Fifty Thousand One Dollars per month: Fifty Percent

In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PROPOSER (If individual, partnership or Joint venture):	PROPOSER (If Corporation):
Name: Eye Fly Miami (MIA) LLC	Name:
By: Signature	By: President
Clinton Brayne Print Name	Print Name
Title: CFO	Attest: Secretary
	Print Name
	(CORP. SEAL)

Witnesses to above signature:

Signature

Stephen Erickson
Print Name

Signature

Scott Huyman
Print Name

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Dated January 29, 2008

Sworn to and subscribed before me
This 29th day of January, 2008

Notary Public
Joanne M. Pierce

My commission Expires on:

(NOTARY SEAL)

JOANNE M. PIERCE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/16/2011

APPENDIX B
ADVERTISING DISPLAY PROGRAM
Price Proposal Schedule
(To be filled out by Proposer)

Print Name of Proposer: Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Print Name of Authorized Representative: J. Michael Riley

Signature of Authorized Representative of Proposer:

Date: January 30, 2008

The Advertising Display Concessionaire shall pay to the Department a Minimum Annual Guarantee or a Percentage Fee (whichever is greater). The Proposer shall propose its Minimum Annual Guarantee and Percentage Fee in the areas below. The Minimum Annual Guarantee and the Percentage Fee will be evaluated in accordance with the RFP Section 5.

1) Minimum Annual Guarantee $ 3,900,000.00
In numbers

Minimum Annual Guarantee Three Million Nine Hundred Thousand Dolla
In words

2) Percentage Fee ~~$~~ % 65%
In numbers

Percentage Fee Sixty-five per cent
In words

Note: Minimum acceptable Minimum Annual Guarantee is $ 3,000,000 (Three Million Dollars). Minimum acceptable Percentage Fee is fifty percent (50%).

In case of conflict between words and figures, the words will govern; provided, however, that if the words are obviously incorrect, the County shall have the right to accept the Price Proposal based on the figures. Additionally, the County shall have the right to correct obvious arithmetic errors.

Proposers cannot qualify, place conditions or additional terms on this price proposal. Any Proposers who qualify or place conditions or additional terms with this price proposal may be found non-responsive. The Minimum Annual Guarantee is in addition to the Annual Rent due as payment to the Department.

PROPOSER
(If individual, partnership or
joint venture):

Name: ______________________

By: ______________________
Signature

____
Print Name

Title: ______________________

PROPOSER (If Corporation):

Name: Clear Channel Outdoor, Inc.
d/b/a Clear Channel Airports

By: ______________________
President

J. Michael Riley
Print Name

Attest: ______________________
~~Secretary~~ Controller

Joseph Szczurek
Print Name

(CORP. SEAL)

Witnesses to above signature:

____
Signature

____
Print Name

____
Signature

____
Print Name

Dated ______________________

Sworn to and subscribed before me
This _____ day of _________, 200_

____
Notary Public

My commission Expires on:

____

(NOTARY SEAL)

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JCDecaux

December 12, 2008

Mrs. Margaret Hawkins Moss
Senior Procurement Contract Officer
Miami-Dade Aviation Department
4200 NW 36th Street, 4th Floor
Miami, FL 33122

Out of Home Media

Algeria
Argentina
Australia
Austria
Belgium
Bosnia
Brazil
Bulgaria
Canada
Chile
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Iceland
India
Italy
Japan
Kazakhstan
Korea
Latvia
Lithuania
Luxembourg
Malaysia
Montenegro
Netherlands
Norway
Oman
Poland
Portugal
PR China
Qatar
Rep. of Ireland
Romania
Russia
Serbia
Singapore
Slovakia
Slovenia
Spain
Sweden
Switzerland
Thailand
Turkey
Ukraine
United Kingdom
United States
Uruguay
Uzbekistan

Re: Advertising Display Program at Miami International Airport
Project No. RFP-MDAD-05-06

Dear Ms. Moss,

I write to request further negotiation of the draft agreement so that the parties can take into account, the recent and unanticipated U.S. economic collapse which makes the economics of the proposed draft unrealistic. We believe it better for both parties to work toward a common solution than to execute an agreement which we are certain no company could perform on an economic basis. We are prepared to work with you to achieve an agreement within the scope of the RFP process which achieves the highest revenues possible for MDAD during this economic recession.

There has already been a steep reduction in advertising purchases which create a very uncertain outlook for the future. We believe our proposal to further negotiate is reasonable and lawful and that it will preserve the highest economic and service value achievable for MDAD in today's economic climate.

As the country and the world's largest airport advertising company we do not believe any competitor can outperform us, particularly in this very depressed market. Moreover, we have been a productive and faithful partner with MDAD for over 14 years. We very much want to continue to produce the highest possible revenue at MIA with the best looking advertising program.

Present economic conditions make the draft agreement unrealistic. Less than a week after our last negotiation meeting, on September 15, 2008, the credit crisis worsened dramatically with the bankruptcy filing of Lehman Brothers, the fire-sale of Merrill Lynch to Bank of America and A.I.G. seeking funding which resulted days later in an $85 billion bailout from the U.S. Federal Reserve.

Unfortunately, since that time things have only worsened. We have already seen the impact of this crisis on our activity in the last quarter of this year. At this point, 2009 is not looking good, and we are very concerned that we have not seen the worse of it yet. The fourth quarter of the year is the time when large advertising clients renew their campaigns for the following year, and we can already feel a significant slowdown in those commitments: major clients at MIA such as MasterCard, Duty Free Americas and Bank of America have already indicated that they would not renew their contracts in 2009. BMW, who had already signed-up for next year, are now indicating that they will most likely make use of their 90-day right to cancel, leaving a $400,000 gap in our

JCDecaux North America
3 Park Avenue, 33rd Floor - New York, NY 10016 - USA
Telephone: 646 834 1200 - Fax: 646 834 1201 - www.jcdecauxna.com

JCDecaux

budget. Others may follow their lead, making us fear a drop in revenue similar to what we experienced after the last recession when we lost 44% and $3 million in revenue in just two years, from 2000 to 2002. And at this point, no-one is able to predict how long and how deep this recession will be; only that it will be very long and very painful.

We enclose two articles which describe the current state of the advertising economy. Advertising spending is presently forecasted by certain analysts to decline around 6.2% percent in 2009 as compared with 2008, which is already expected to decline around 3.8% as compared with 2007.[1] Other analysts are even more pessimistic and have announced estimated declines as deep as 8.7% as compared with current numbers.[2] It would be unreasonable for our agreement not to take this reality into account.

Furthermore, airline passenger traffic projections for 2009 show a steep decline for both domestic and international travel, even worse than the one experienced after 2001. This will only reinforce the negative impact of the falling economy on airport advertising, as the audience we offer to advertisers dwindles.

JCDecaux Airport has been a long-time, reliable partner of MDAD. Even during the current RFP process, and despite the uncertainty of its outcome, we have continued developing and implementing major advertising programs that generate very significant revenue for the County and deliver highly needed services to the public – such as the HSBC jet bridge advertising program, the shuttle-bus shelters and the Samsung mobile charging stations. We hope that our performance over the years, our demonstrated commitment to delivering the best possible results for the County, and the high scores we received in the evaluation process, will persuade you that we are the best company to work with you to find solutions to the economic crisis within the parameters of the RFP process.

Thank you in advance for your consideration.

Sincerely,

Bernard Parisot
President & co-CEO

cc: Clerk of the Board
Roy Wood (Assistant County Attorney)
Miguel Southwell (Deputy Director Business Retention & Development)

Enclosures

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[1] See ZenithOptimedia forecast cited in "Next Year is Looking Even Worse", in The New York Times, December 9, 2008, enclosed herewith.
[2] Matthieu Coppet, UBS Securities, Inc., UBS Global Media and Communications Conference, New York, *ibid.*

The New York Times
nytimes.com

December 9, 2008

ADVERTISING

Next Year Is Looking Even Worse

By STUART ELLIOTT

The bankruptcy filing on Monday by the Tribune Company underscored that the brunt of the injuries being suffered by the media during the recession are in local markets — especially newspapers.

Already, advertising is bracing for the possibility of the first two consecutive yearly declines in spending since the early days of the Great Depression. The effects of the financial crisis, which exacerbated the woes that have befallen advertisers since the recession began last December, are certainly being felt broadly among television, magazines, cable and other media. But newspapers in particular are being hit hard by the slump.

Many executives who spoke at an annual media conference in Midtown Manhattan, sponsored by UBS, released forecasts that predicted across-the-board declines in ad spending in 2009.

Another sign of how lackluster the results have been for newspapers is that UBS canceled a presentation on newspaper ad spending for Monday, the first morning of the conference. Such presentations had long been a mainstay of the event, formally called the Global Media and Communications Conference; this year's, which continues through Wednesday, is the 36th annual conference.

For the United States, ZenithOptimedia is forecasting a decline in ad spending this year of 3.8 percent compared with 2007 and a decline of 6.2 percent in 2009 compared with 2008.

One reason for the larger decline next year is a slowdown in demand for ad space in newspapers, compared with relatively "robust" demand for commercial time on television, said Steve King, chief executive at ZenithOptimedia, a unit of the Publicis Groupe.

"We're in turbulent and challenging times," he said, resulting in "a sharp downturn in advertising spending."

Mr. King did offer a ray of hope to the ad and media industries. "It's not as though everyone

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has turned off the tap," he said. "People are still trying to sell goods and services."

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However, a UBS analyst who spoke at the conference, Matthieu Coppet, revised downward his estimates for ad spending. He previously forecast a decline in the United States next year of 5.9 percent compared with 2008; he changed that to a decline of 8.7 percent, primarily because local advertising could fall by a "double-digit level."

Mr. Coppet is predicting that local ad spending in newspapers in 2008 could fall 9 percent from 2007 and in 2009 it could fall 21 percent from 2008.

For newspapers in general — local and national ads, in America and other regions around the world — the declines Mr. Coppet is forecasting are, he wrote in a report, "the worst in the history" of the medium.

Martin Sorrell, the chief executive at WPP, said he believed that an economic recovery would not take hold until 2010.

Although there is likely to be "more pressure in the first half than the second half" of 2009, Mr. Sorrell said, forecasts of a comeback in the second half are "optimistic."

"The real world won't change for the better till 2010," he added, "when greed has overcome fear yet again."

Ad spending in the United States this year is being "really pulled down by extreme softness in spending at the local level," according to another speaker at the conference, Robert J. Coen, senior vice president and forecasting director at Magna in New York, a media services unit of the Interpublic Group of Companies.

He is predicting a 16 percent decline in ad spending for local newspapers in 2008 compared with 2007. By comparison, Mr. Coen is expecting local television ad spending in 2008 to fall 9 percent from 2007; local radio, 8 percent; local yellow pages, 3 percent; and other local media, 0.5 percent.

And it will be almost as bad for local newspapers come next year, Mr. Coen predicted, with ad spending declining 12 percent compared with 2008.

The figures for other local media in 2009 are not as bad: local TV, down 7 percent; local radio, down 6 percent; local yellow pages, down 5 percent; and other local media, down 3.7 percent.

Spending in newspapers this year by national advertisers is also falling. Mr. Coen is forecasting a decline of 10 percent compared with 2007. That would tie newspapers with radio for the worst showing for national advertising in 2008.

The Coen forecast for national ad spending next year in newspapers echoes the local outlook. He is projecting a 10 percent decline compared with 2008, second only to national spot TV, with a decline of 11 percent.

If Mr. Coen's predictions come to pass, they would stir memories — or nightmares — on Madison Avenue of the 1930s. Mr. Coen, who has been tracking ad trends for decades, revised his forecast for total ad spending in the United States in 2008 to a decline of 3.2 percent from 2007. At different times in the last year and a half, he had forecast gains for 2008 of 2 percent, 3.7 percent and 5 percent.

Coupled with Mr. Coen's final figures for American ad spending in 2007, which showed a decline of 0.7 percent from 2006, two consecutives down years in 2007 and 2008 would be the first since 1932 and 1933.

Mr. Coen is also forecasting a decline for 2009, of 4.5 percent from 2008. That also represents a downward revision; he predicted in July that ad spending next year would rise 3.1 percent from this year.

If there are indeed three consecutive years of declines — 2007, 2008, 2009 — it would be the first time that has happened since 1931-33.

(For the record, there were four consecutive down years at the start of the Depression, according to Mr. Coen's records; ad spending in 1930 fell compared with 1929.)

Among the reports issued by companies not presenting at the conference were forecasts from the Carat media agency, part of the Aegis Group. Carat predicted that ad spending in the United States this year would rise 1.7 percent from 2007 but fall in 2009 by 6.5 percent from 2008.

Spending for ads in newspapers next year will decline "by another 10 to 15 percent" from 2008, the Carat report said, as categories like real estate, retail and classified "all may see their newspaper spending drop by double digits."

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Speakers at the UBS conference reiterated that ad spending will be slow to return.

Adam Smith, futures director at GroupM, a media division of WPP, predicted an increase in American ad spending this year compared with last, albeit just 0.3 percent.

But Mr. Smith agreed that 2009 would be weaker than 2008; he is predicting a 3.2 percent decline.

For worldwide ad spending next year, Mr. Smith said, newspapers will suffer the largest decline of any medium, down 3.6 percent from 2008.

As a result, Mr. Smith forecast a "cultural shift" in the newspaper industry, as local and regional papers adjust from 30 percent profit margins to 10 percent margins — "forever."

THE WALL STREET JOURNAL.
WSJ.com

ADVERTISING | DECEMBER 8, 2008

Ad-Spending Forecasts Are Glum

Estimates Vary, but Economic Crisis Is Expected to Spur Cuts in U.S., Abroad

By EMILY STEEL

For the advertising and media industries, the worst is yet to come, according to some of Madison Avenue's most closely watched forecasts.

Fallout from the global financial crisis will bring cuts in total ad spending next year both in the U.S. and abroad, though predictions vary widely. Publicis Groupe media agency ZenithOptimedia expects U.S. ad spending to drop 6.2% in 2009 to $161.8 billion. WPP's agency GroupM sees a decline of 3% to $157 billion.

Continued growth in emerging markets will help offset declines in North America and Western Europe, according to both firms, which predict that global ad spending will decline by 0.2% in 2009.

Both companies plan to present their forecasts Monday morning at the UBS Global Media and Communications Conference in New York. Their predictions have been keenly anticipated as industry observers seek signs of how severe an impact the economic downturn will have on the ad business.

Another high-profile forecaster, Robert J. Coen, senior vice president and director of forecasting at Interpublic Group's Magna, also plans to present his predictions at the conference Monday. IPG declined to release its forecasts ahead of time.

Forecasts from Zenith and GroupM represent differing views on ad spending in 2008. Zenith says the current ad spending downturn started in the third quarter and has accelerated through the end of the year, with U.S. ad spending down 3.8% in 2008 to $172.5 billion. Group M is predicting that U.S. ad spending increased 0.3% this year to $162 billion.

In addition to weakness in spending from automotive and financial advertisers, GroupM predicts that retailers will be under pressure following the critical holiday sales season. It says that while it has yet to see wholesale cancellations among its clients, advertisers are now watching every penny.

Spending cuts probably will be most severe for newspapers, magazines and radio as advertisers shift dollars to digital media. One bright spot continues to be Internet, which will keep on growing, albeit not as quickly as in recent years. Online ad spending is expected to increase 5% in 2009, down from 16% growth in 2008, according to GroupM. TV spending also should fare relatively well in the downturn. Advertisers are familiar with using that model to build brands, and TV viewing tends to rise in recessions because TV is a low-cost entertainment option, according to Zenith.

Still, these forecasts paint rosier pictures than recent predictions from Wall Street analysts, which also are split.

Just last week, Fitch Ratings cautioned that U.S. ad spending next year would drop between 6% and 9%, in line with the steep downturn experienced in 2001 following the bursting of the dot-com bubble and the Sept. 11 terrorist attacks. That year was the worst ad recession since 1970.

Fitch predicts that the current downturn will extend well into 2010, probably causing broad pullbacks in both the national and the local markets, pressure across a wide spectrum of advertising categories including retail, auto and financial services, and a glut of ad space thanks to the Web and other emerging media.

UBS is forecasting that U.S. ad spending will fall 6% in 2009 but doesn't anticipate the ad spending decline will be as steep as in 2001.

Write to Emily Steel at emily.steel@wsj.com

Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102
T 305-876-7000 F 305-876-0948
www.miami-airport.com

miamidade.gov

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

January 14, 2009

Mr. Bernard Parisot, Co-Chief Executive Officer
JCDecaux Airport, Inc.
5200 Blue Lagoon Drive, Suite 235
Miami, Florida 33126

Re: Advertising Display Program
At Miami International Airport
Project No. RFP-MDAD-05-06

Dear Sir:

I am writing on behalf of the Miami-Dade Aviation Department (MDAD) pursuant to your legal representative Simon Ferro's correspondence dated January 12, 2009 with suggested revisions to Article 21.12 of the Agreement.

MDAD has hoped to conclude its agreement with your firm to continue its long held partnership. However, the Department will not be accepting your proposed expanded changes and will be taking the necessary steps to advance the competitive process. The Department is moving forward based on the following reasons:

1) Your firm has failed to meet the January 12, 2009 deadline on which to return the signed documents requested by MDAD.

2) Your firm has expanded MDAD's unprecedented compromise language, beyond that which was agreed upon at the conclusion of the negotiation meeting of December 22, 2008.

3) The language being proposed by your firm materially changes the intent of the RFP; changes to which other proposers should have an opportunity to respond.

We thank you for your continued interest in being MDAD's partner, and wish your company well as the County advances this competitive process.

If you have any questions regarding this matter, please do not hesitate to contact me at (305) 869-1421 or by email (mmoss@miami-airport.com).

Cordially,

Margaret Moss.

Margaret Hawkins Moss
Senior Procurement Contract Officer

C: Bobbie Jones-Wilfork, Marie Clark Vincent, Sarah Abate, David Murray (Assistant County Attorney), Roy Wood (Assistant County Attorney), Aaron Hathaway (Inspector General Office), Linda Cave (Clerk of the Board) Olga Valverde (Clerk of The Board), File

NON-EXCLUSIVE

CONCESSION AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

CLEAR CHANNEL AIRPORTS

CONCESSIONAIRE

FOR ADVERTISING DISPLAY PROGRAM

AT

MIAMI INTERNATIONAL AIRPORT

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Attachments

Exhibit A – Advertising Locations
Exhibit A1 - Summary of Inventory
Exhibit A2 - Administrative Office and Support Space
Exhibit B – Surety Performance and Payment Bond
Exhibit C – MAG Performance Bond
Exhibit D – Affidavits to be provided by the Successful Proposer
Exhibit E – Scope of Services
Exhibit F – Calculation of Monthly Sales Taxes

The following Exhibits can be obtained by visiting our Website at: www.miami-airport.com/html/business_opportunities.html

Exhibit G – Independent Audit Report
Exhibit H – Monthly Report of Gross Revenues
Exhibit I – List of Prohibited Items
Exhibit J – Tenant Handbook
Exhibit K – Not Used
Exhibit L - Standard of Operations
Exhibit M - Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N)
Tenant Airport Construction Reimbursable Procedures (TAC-R)
Exhibit N - Retail Concessions Design Guidelines (North, Central, South Terminals)

DEFINITIONS

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

The term **"Advertising Concession"** shall mean the right and privilege for a firm to finance, design, develop, furnish, install, maintain and operate the advertising program within the MIA terminal or on other airport property as authorized by the Department. Furthermore, provide advertising displays and sell advertising for those locations which the Successful Proposer has offered in response to the RFP or as may be mutually agreed upon by both parties.

The term "**Advertising Display Program**" shall refer to the Concessionaire's proposed plan for advertising at the Airport. This includes any medium of communication used for Advertising at MIA and includes, but is not limited to, signs, posters, back lit wall-mounted displays of various sizes, mechanically or electronically rotating multiple distinct advertising messages, exhibits, self contained units, high tech plasma screens, recessed signs with LED displays, fiber optic displays, wide screen video systems, digital image banners, interactive multimedia software or optical imaging display cases, wall murals, courtesy phone centers, website advertising, wall wraps and outdoor display and any other forms of Revenue Initiatives that may be proposed by Concessionaire.

The terms **"Agreement or Contract"** shall mean this Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term **"Airport"** shall mean Miami International Airport (MIA).

The term **"Airport Concession Disadvantaged Business Enterprises or ACDBE"** shall have the meaning described in entitled "Airport Concession Disadvantaged Business Enterprises", Article 14 of this Agreement.

The term **"Approved Improvements"** shall include all additions and improvements of a permanent and fixed nature made by Concessionaire that cannot be removed without damage to a Location which has been approved by the Department which may include the design, engineering, construction, or permanently affixed equipment, furniture, fixtures, and flooring and signage.

The term **"Approved Location"** shall mean those locations listed in Exhibit A.

The term "**Aviation Director** or **Director**" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

The term **"Base Building Work"** shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which the County installs or causes to be installed in the terminal building. Base Building Work includes delivery of portions of the Locations in Shell Condition.

The term **"Beneficial Occupancy"** shall mean the date the Location is turned over by the Department to the Concessionaire for business, or when a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued.

The term "**Board**" shall mean Board of County Commissioners of Miami-Dade County.

The term **"Capital Improvement Program"** or **"CIP"** shall refer to the Department's construction program that will involve the refurbishment of MIA's terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession spaces, and other improvements that may affect concession operations in the MIA terminal building and on the concourses.

The term **"Capital Investment"** shall refer to the investment of affixed or non-affixed fixtures, display equipment purchase and affiliated design of advertising plans, equipment and support mechanism for the advertising display program.

The term **"Carrying Costs"** refers to the financial/opportunity cost for reimbursement of the Bus Shelters through credits for the advertising sales.

The term "**Central Terminal**" shall mean the area of the terminal building and concourses, within the central part of the terminal area, landside or airside, which is now known as Concourses E-G.

The term **"Code"** shall mean the Code of Miami-Dade County, Florida.

The term **"Concessionaire"** shall mean the person, firm, or entity that enters into this Concession Agreement with the County.

The term **"Consumer Price Index"** or **"CPI"** shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics known as the Consumer Price Index for all urban consumers ("CPI-U") in the South Region Average: All items.

The term **"County"** shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term "**Days**", shall mean calendar days, unless specifically stated as other.

The term **"Date of Execution"** shall mean the day upon which the Agreement is executed by the County Mayor of Miami-Dade County or designee.

The term "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department. Wherein in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.

The term "**Display, Fixture, Signs, and Equipment,**" shall mean any media of an affixed or non-affixed nature which are removeable without damage to the Approved Locations that are used by the Concessionaire and approved by the Department for the purpose of providing advertising and revenue initiative services at MIA and if applicable, the General Aviation Airports.

The term **"Effective Date"** shall mean the sixtieth (60th) day after the Date of Execution.

The term **"Extension"** shall mean the addition of one (1) separate two (2) year term following the initial ten (10) year term.

The term **"Gross Revenues"** shall mean all monies paid or payable to and consideration of determinable value received by the Concessionaire on all sales made by Concessionaire of advertising services, whether received or not, and other items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Concessionaire at the Airport or from the operations of Concessionaire under this Agreement, whether for cash or credit, without any deduction for credit card discounts or credit card services, where the same shall be paid or unpaid provided, however, that the term "Gross Revenues" shall not include: (i) federal, state or municipal taxes; (ii) sales tax collection allowance paid by the state of Florida to the Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (iii) any charges on a reimbursement basis, as mutually agreed upon by MDAD and Concessionaire; (iv) any refunds made by the Concessionaire to customers, if approved by MDAD and made for reasons other than unacceptable or unsatisfactory services; (v) actual telecommunication charges to the Concessionaire for the telephone Hotel reservations and information boards; (vi) advertising agency or employees sales commissions actually paid, not to exceed 15% of the customer billing, provided however that such agreement is written into the sales contact between the Concessionaire and advertiser; (vii) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Concessionaire to a taxing authority; and (viii) as stated in the last paragraph in Sub-Article 3.05 of the Concession Agreement.

The term **"HSBC"** shall mean HongKong and Songhai Banking Corporation.

The term **"Hotel Reservation and Information Boards"** shall mean the hotel/rental car reservation phone boards that service passengers, which are located on the first level throughout the Terminal building, and in one location on the third level of the South Terminal.

The term **"Location" or "Advertising Location"** shall mean each of the approved sites for advertising as depicted on Exhibit A, Advertising Locations, where advertising may be placed, as amended from time to time by the parties.

The term **"LIBOR"** shall mean the London Interbank Offered Rate.

The term "**Minimum Annual Guarantee" or "MAG"** shall mean as ascribed in Sub-Article 3.01.

The term **"Minimum Monthly Guarantee"** shall mean as ascribed in Sub-Article 3.01.

The term "**Nonexclusivity**" shall mean in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by others in other Locations at the Airport during the term of the Agreement.

The term **"North Terminal"** shall mean the area of the terminal building and concourses, within the north part of the MIA terminal area, landside or airside, which is now known as Concourses A-D.

The term **"Proposal"** shall mean a Proposer's written response to the Solicitation document.

The term "**Request for Proposals**" or **"RFP"** shall mean the solicitation document and all associated addenda and attachments.

The term **"Retail Concession Design Guidelines"** shall mean MIA's distinct design guidelines in the North, Central, and South Terminal as set forth in Exhibit O.

The term "**Revenue Initiatives**" shall mean any concepts implemented at MIA as a result of sponsorships, promotions, special events, naming rights opportunities, products rights suppliers' sponsors and licensing and branding opportunities, product samplings or other initiatives which may be proposed and approved by MDAD.

The term **"Scope of Services"** shall mean as reflected in the RFP Section 1.2, and attached to this Agreement as Exhibit E, which details the work to be performed by the Concessionaire.

The term **"Shell Condition"** shall mean smooth, concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of each Location or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts ("HVAC"), fire alarm system and fire sprinkler system.

The term "**Small Business"** shall mean a business with annual gross sales of three million dollars or less, regardless of the number of employees, and with its principal place of business in Dade County, Florida. (Ord. No. 79-35 Paragraph 2, 6-5-79)

The term **"South Terminal"** shall refer to the area of the terminal building and concourses, within the south part of the MIA terminal area, landside or airside which is now known as Concourse H, a new J Concourse and connecting concession and public space.

The term **"State"** shall mean the State of Florida.

The terms **"Subcontractor/Subconsultant"** shall mean any person, firm, entity or organization, other than the employees of the Concessionaire, who contracts with the Concessionaire to furnish labor, or labor and materials, in connection with the services that will be provided to the County, whether directly or indirectly, on behalf of the Concessionaire.

The term **"Term"** shall mean as ascribed to in Sub-Article 1.01.

The word "**Terminal**" shall mean the area of the MIA consisting of the terminal buildings and concourses, within the North, Central and South Terminals, landside or airside and connecting concession and public spaces.

The term **"TSA"** shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.

The term **"Turnover Date"** shall mean the date approved by the Department for the Concessionaire to commence construction or installation at a Location.

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NON-EXCLUSIVE CONCESSION AGREEMENT FOR ADVERTISING DISPLAY PROGRAM AT MIAMI INTERNATIONAL AIRPORT

THIS NON-EXCLUSIVE CONCESSION AGREEMENT is made and entered into as of this _______ day of ___________, 200__, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and **Clear Channels Outdoor, Inc d/b/a Clear Channel Airports**, ("Concessionaire"), a **Phoenix, Arizona Corporation** authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the Department desires to obtain an Advertising Display Program at Miami International Airport; and,

WHEREAS, the County has issued a Request for Proposal, RFP No. MDAD 05-06, to obtain such Advertising Display Program and the Concessionaire has responded with a Proposal, both items incorporated herein by reference to provide such.

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

ARTICLE 1 – TERM, EXTENSION AND LOCATIONS

1.01 TERM: The term of this Agreement is for ten (10) years starting on the Effective Date of this Agreement.

1.02 EXTENSION: At the sole discretion of the Department, the initial ten (10) year Term may be extended for a maximum of one (1), - two (2) year Term period, provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

In the event the Department elects to extend the Agreement, the Concessionaire shall be notified, in writing, no less than one hundred and twenty (120) calendar days prior to the expiration of the initial term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department thirty (30) calendar days after receipt of written notification by the Department to extend the Agreement. In the event the Department does not give such notice, the Agreement shall expire accordingly.

In the event the Concessionaire is in default, pursuant to **Article 12 "Default and Termination by County"** of the Concession Agreement beyond applicable grace and cure periods, the Department shall not exercise its rights to extend the Agreement.

1.03 LOCATIONS: The County hereby makes available to the Concessionaire locations for the placement of Advertising as shown in **Exhibit A, "Advertising Locations"**. Locations shall include "Hotel Reservation and Information Boards".

1.04 ADMINISTRATIVE OFFICE AND SUPPORT SPACE: In addition to the Locations provided to the Concessionaire in **Sub-Article 1.03 "Locations"**, the Department is providing a support space to the Concessionaire of 491 square feet, located in Terminal F, third level and as depicted in Exhibit A-2.

The Concessionaire shall pay monthly rental payments for the Concessionaire's support space at the rate applicable for terminal rental payments and annual adjustments as provided for in Article 3.06 Annual Rent.

The Concessionaire's support space may be relocated or replaced, at the Department's sole cost and expense.

1.05 STORAGE SPACE: The Department may make available to the Concessionaire storage space if available.

1.06 COMMON WAREHOUSE SYSTEM: Due to the fact that storage space is limited in this Agreement and such space is separate from the Locations, should the Concessionaire determine, in its sole discretion, the need to use off-Airport properties for storage space, the Concessionaire shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service with respect to the delivery and storage of its merchandise, inventory, equipment and supplies to a central commissary warehouse location off of the Airport.

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATIONS:

A. ADDITION OF LOCATIONS: If at any time after the Concession Effective Date of this agreement, the Department, at its sole discretion, identifies any additional Location or Revenue Initiatives for advertising development, the Department may, but is not required to offer such additional Location to the Concessionaire upon written notification. The Concessionaire will have thirty (30) calendar days to submit a written response accepting or rejecting the additional Location or Revenue Initiative. Acceptance of any additional Location will require the Department and the Concessionaire to mutually agree.

B. NOT USED.

C. DELETION OR MODIFICATION OF LOCATIONS: The Department reserves the right, at its sole discretion, to delete or modify any of the Locations due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Concessionaire shall be given no less than: (i) thirty (30) calendar days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) calendar days written notice, for such deletion or modification due to development/construction.

Except where a demonstrated change to the revenue is justified by the Concessionaire, the Department shall not be held liable to the Concessionaire for any inconvenience or loss of business as a result of the deletion or modification of any Locations pursuant to this Sub-Article.

D. ADMINISTRATIVE REVISIONS: This Agreement shall be administratively revised to reflect any additions, deletions or modifications to the Locations pursuant to the provisions herein. Such revision will include revised exhibits and appropriate changes to the Locations in **Sub-Article 1.03 "Locations"** or **Sub-Article 1.04 "Administrative Office and Support Space"** and total payments due to the Department in accordance with **Article 3, "Rentals, Payments and Reports"** and **Article 2 "Use of Locations"**.

E. SPECIAL ADVERTISING EXHIBITS: The Department may, by an administrative letter constituting a temporary amendment to this Agreement, authorize special advertising exhibits or devices under separate or different terms and conditions than those contained herein.

1.08 NONEXCLUSIVITY: This Agreement is nonexclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive services, products or items by other concessionaires and/or others in other locations at the Airport during the Term of this Agreement.

1.09 CONDITION OF THE LOCATIONS: CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS GRANTING THE RIGHTS TO USE ALL LOCATIONS TO THE CONCESSIONAIRE ON AN "AS IS" BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATIONS including: (i) the quality, nature, adequacy and physical condition and aspects of the Locations, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Locations; (iii) the development potential of the Locations, the use of the Locations, and the habitability, merchantability, or fitness, suitability, value or adequacy of the Locations for any particular purpose; (iv) the zoning or other legal status of the Locations or any other public or private restrictions on use of the Locations; (v) the compliance of the Locations or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Locations; (vii) the quality of any labor and materials used in any improvements on the Locations; (viii) the condition of title to the Locations; (ix) the agreements affecting the Locations; and (x) the Proposal submitted by Concessionaire to the Department, including any statements relating to the potential success or profitability of such Proposal. Concessionaire represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Locations in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Locations to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work. Moreover, Concessionaire assumes responsibility for any and all taxes that may be imposed on the Locations and/or use thereof.

1.10 CAPITAL IMPROVEMENT PROGRAM: The Capital Improvement Program (CIP) is currently underway and will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Locations, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THIS AGREEMENT.** The Department shall use reasonable good faith efforts to the extent possible, so as to mitigate any adverse impact on the business operations of Locations that will not be demolished by the CIP.

1.11 REQUEST FOR PROPOSAL INCORPORATED: The Concessionaire 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. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THIS CONCESSION AGREEMENT AND THE RFP OR THE PROPOSAL, THE TERMS OF SAID AGREEMENT SHALL GOVERN.

ARTICLE 2 – USE OF LOCATIONS

2.01 USE OF LOCATIONS: The Concessionaire shall have the right, privilege, and obligation to finance, design, develop, install, maintain and operate the Locations, depicted in Exhibit A, "Advertising Locations", for the purpose of establishing an Advertising Display Program at Miami International Airport, as approved by the Department.

2.02 CONCESSIONAIRE SERVICES AND SALES RIGHTS: The Concessionaire shall not allow any services or the sale of any item or product not specifically approved in this Agreement. Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a violation. In the event of such violation, the Concessionaire shall discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Concessionaire to discontinue such sales within 24 hours shall subject the Concessionaire to penalties pursuant to **Sub-Article 3.24 "Liquidated Damages."** Upon the assessment of thirty (30) days of penalties and direction of the Director for a Location operated by a Sub the Concessionaire shall tender a notice of default to the Sub-contractor(s) in violation, with copies of said default notice to the Director and pursue all remedies available in law and equity to cease such actions. Failure of the Concessionaire to: (i) notify the Sub-contractor(s) of the default, (ii) pursue all remedies available to cease the unauthorized sales or services shall be an event of default and grounds for termination of this Agreement.

2.03 SCOPE OF SERVICES: The Scope of Services is as reflected in the RFP Section 1.2 and attached to this Agreement, as Exhibit E.

2.04 ANNUAL PLAN SUBMISSION: The Concessionaire shall prepare a marketing plan. The marketing plan shall be submitted to the Department on or before ninety (90) calendar days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion. If MDAD disapproves the plan, the Concessionaire shall operate in substantial conformity with all such plans approved by the Department as may be modified from time to time.

The Department reserves the right to request at any time any further submission of plans.

2.05 PROHIBITED ACTIVITIES: Without limiting any other provision herein, Concessionaire shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) advertise or hold any distress, fire, or bankruptcy sales, (b) cause or permit anything to be done, in or about the Locations, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the MIA Terminal Building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the MIA Terminal Building; (c) commit or suffer to be committed any waste upon the Locations; (d) use, or allow the Locations to be used, for any improper or unlawful purpose; (e) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board of County Commissioners, or the appearance of the Airport; or (f) construct any improvement on or attach any equipment to the roof of the Airport. Except as required to permit Concessionaire to perform its maintenance and repair obligations under this Agreement, Concessionaire shall not gain access to the roof of the MIA terminal building without the consent of the Department, which may be withheld in the Department's sole and absolute discretion.

ARTICLE 3 – RENTALS, PAYMENTS AND REPORTS

3.01 MINIMUM ANNUAL GUARANTEE: (a) As consideration for the privilege to engage in business at Miami International Airport, Concessionaire shall pay the Department a **Minimum Annual Guarantee of Four Million Five Hundred Thousand Dollars ($4,500,000.00)**. However, if upon the expiration date of the existing five (5) years HSBC contract, HSBC does not renew its agreement with the Concessionaire in equivalent or better financial terms, or in the event HSBC defaults or becomes bankrupt and does not renew and Concessionaire cannot secure another advertiser for the jet bridge advertising program for an amount equal or greater than the amount paid by HSBC for that program upon expiration of the HSBC agreement, the MAG shall be recalculated. The recalculation shall be achieved by calculating the original proposed MAG of **Three Million Nine Hundred Thousand Dollars ($3,900,000.00)** plus all the previous annual Consumer Price Index ("CPI") since inception of the Agreement, as provided in Sub Article 3.03 "Recalculation of the MAG".

(b) The Minimum Annual Guarantee ("MAG") payment shall begin 120 days from the Effective Date of the Agreement and shall be in U.S. funds, and payable in twelve equal monthly payments ("Minimum Monthly Guarantee") on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

(c) Notwithstanding Sections 3.01, 3.02, and 3.03 of this Agreement the Concessionaire agrees that MAG under this Agreement must at all times equal or exceed **Three Million Nine Hundred Thousand Dollars ($3,900,000.00)**, No right of recalculation or adjustment provided for in this Agreement shall be interpreted to authorize payment of a MAG that is less than **Three Million Nine Hundred Thousand Dollars ($3,900,000.00)**.

3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS: The Concessionaire understands and agrees, as a condition precedent to the County's consideration of the proposal, that the terms and conditions of **Sub-Article 3.01 "Minimum Annual Guarantee"**, and **Sub-Article 3.04 "Percentage Fee to the Department"** are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, except in the event of an act of God or an event of force majeure as such term is defined in **Sub-Article 21.11 "Force Majeure"**. Nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing at any time during the Term of this Agreement, including any extensions.

Notwithstanding the above, during the initial term of the Advertising Concession Agreement, and any option period that may be extended under this Agreement, if there occurs a drop exceeding fifteen (15%) percent in gross annual revenue caused by i) the first twelve (12) month period following an air transportation disaster of the caliber of 911 or airline HUB realignment, or ii) any twelve (12) month period of an officially recognized U.S. recession, then upon a request by the Concessionaire, the County may consider a reduction in the Minimum Annual Guarantee (MAG), which consideration shall not affect or alter the MAG for any other period under the Agreement.

3.03 RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE: The Minimum Annual Guarantee shall be recalculated for the third year, which will begin on the anniversary of the Effective Date of the Agreement. The first CPI adjustment will be a cumulative of the CPI from the Effective Date of the Agreement. An appropriate adjustment will be made to reflect the change in the Consumer Price Index ("CPI-U") for all urban consumers in the South Region Average: All items (preceding twelve (12) months), not to exceed three percent (3%) per year.

3.04 PERCENTAGE FEE TO THE DEPARTMENT: The Concessionaire shall pay the Department the percentage fee of sixty-five percent (65%) or the Minimum Monthly Guarantee; whichever is greater. The monthly percentage fee shall be due on the 15th day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

The Monthly Percentage Fee payments to the Department shall commence upon the Beneficial Occupancy of the first Location.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to **Sub-Article 3.19 "Annual Audit"**, are considered as having been due on the tenth (10th) day of the month following the month during which the unreported Gross Revenues were received or accrued.

3.05 CAPITAL INVESTMENT: The Concessionaire shall submit, within thirty days from the Effective Date, to the Department a plan demonstrating its final Capital Investment under this Agreement in an amount not less than the amount proposed in its Proposal. The investment credited as part of Capital Investment shall include:

(a) The design and installation costs for the advertising Displays, Fixtures, Signs, and Equipment; the design cost included in Capital Investment shall not exceed fifteen percent (15%) of the total approved Capital Investment.

(b) Displays, Fixtures, Signs, and Equipment as applicable purchased for direct use in the Location.

The Concessionaire shall document as per **Sub-Article 4.09 "Cost Documentation"** to the Department's satisfaction that it meets its capital investment goals confirming that these expenditures have actually been paid out. Non-receipted expenditures will not be accepted. The Department may require the Concessionaire to replace worn out outdated displays. If the approved total receipted amount is below the Concessionaire's own proposed minimum capital expenditure, 100% of the difference between these amounts must be paid to the Department at the completion of the installation. The Concessionaire will own and be responsible for all such equipment.

Additionally, the Concessionaire shall reimburse the Department for the implementation of the Bus Shelters program at the Airport upon the Effective Date of this Agreement. The cost of such investment is $595,661. However, the actual amount to be reimbursed to the Department shall be $595,661, minus any advertising revenues on the Bus Shelters already obtained by the incumbent by the Effective date of this Agreement ("Bus Shelters Balance"). The Department will allow the Concessionaire to deduct such amount as a credit out of any advertising revenues the Concessionaire obtains through the Displays in the Bus Shelters until that amount has been recouped by the Concessionaire, or for a period of five years, whichever occurs earlier. Any amount remaining after such amounts have been credited to the Bus Shelter Balance will be assessed an annual interest rate. Such interest rate shall be LIBOR rate plus two percent (2%), established on the Effective Date of the Agreement and adjusted on the anniversary date of the Agreement. Thereafter, any revenues obtained through the Displays in the Bus Shelter shall be considered Gross Revenues as defined in this Agreement.

3.06 ANNUAL RENTAL: The Concessionaire shall be required to pay rent as of the date of Beneficial Occupancy at the prevailing Class VI Terminal rates for the lease the Support Space and any administrative space identified in Exhibit A-2, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in **Article 3.17, "Address for Payments"**.

The Terminal Class VI rental rate is currently at $71.08 per square foot and is based on rates in effect as of October 1, 2009, adjusted annual for CPI.

3.07 ASSIGNABLE CONTRACTS: In order to provide continuity to the Advertising Display Program, any and all advertising sales contracts that are in effect with the prior advertising concessionaire at MIA as of the Effective Date of this Agreement shall be assumed by the Concessionaire as part of this Agreement.

3.08 ANNUAL RENTAL RATE ADJUSTMENT: On October 1 of each year of the Agreement, the cost-based rental rates, pursuant to **Article 3.06, "Annual Rental"**, applicable to the Locations rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1 date. Such adjusted rental rates shall be reflected by letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

3.09 NOT USED.

3.10 NOT USED.

3.11 PERFORMANCE BOND FOR MAG RENT REQUIREMENTS: Within thirty (30) calendar days from the date of execution of the Agreement, the Concessionaire shall provide the Department a Performance Bond to guarantee payment of MAG and annual rent, if any, of Administrative office or support space Concessionaire shall keep such Performance Bond in full force and effect during the Term and any Extension of this Agreement, as applicable, and thereafter, until all financial obligations, reports or other requirements of this Agreement are satisfied. The Performance Bond shall be a surety bond. In the alternative, an irrevocable letter of credit, or other form of security acceptable to the Department may be furnished. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for the payments required hereunder. The Performance Bond shall be effective for the current year of operation and shall be renewed annually for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The Surety shall initially be in an amount equal to seventy-five percent (75%) of the MAG as provided for in Sub-Article 3.01 and any annual rent due as provided for in **Sub-Article 3.06, Annual Rental**, which is equal to Three Million Three Hundred Seventy Five Thousand Dollars ($3,375,000), and thereafter increased as necessary to reflect any increases in the MAG.

The Department may draw upon such payment security instrument, if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable notice and cure periods specified herein. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the bond will be returned to Concessionaire within one hundred eighty (180) calendar days after the end of the Term or any Extension of the Term.

3.12 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable sales, use or other taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest and penalties levied thereon. The Concessionaire hereby agrees to indemnify the Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.13 REPORTS OF GROSS REVENUES: On or before the fifteen (15th) calendar day following the end of each month throughout the Term of this Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit H "Monthly Report of Gross Revenues". The report shall report each Location under this Agreement, together with any percentage fee due to the Department pursuant to **Sub-Article 3.04 "Percentage Fee to the Department"**. The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire, and identify all Gross Revenues reported to the Concessionaire during such month. Failure to comply within fifteen (15) calendar days following the due date of the report shall result in a late fee penalty of Fifty ($50) per day, as provided in **Sub-Article 3.24 "Liquidated Damages."**

3.14 OTHER REPORTS: The Concessionaire shall provide a separate Bus Shelter Advertising Revenues Report during the time the Concessionaire is recouping its Capital Investment for the Bus Shelters as further detailed in sub-Article 3.05 "**Capital Investment**" above, but that that period shall not exceed five years from the Effective Date of this Agreement. The Concessionaire shall submit to the

Department a monthly report with a schedule of all advertising contracts, which shall include each Location, advertiser, beginning and expiration date of each contract, and if different, the actual post start date and post end date. The Concessionaire shall not enter into any advertising contract with a term that extends beyond the termination date of this Agreement, without the prior written approval of the Department. The Department may request other reports within reason, and the Concessionaire shall supply such reports, reflecting financial data and operating statistics of the Concessionaires operation in a format and frequency specified by the Department.

The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days written notice of the format and frequency required for said financial data and operating statistics.

3.15 LATE PAYMENT: In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rate is 1½% delinquency charge per month.

3.16 DISHONORED CHECK OR DRAFT: In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS ($25.00), if the face value of the dishonored check or draft is fifty dollars ($50.00) or less, THIRTY DOLLARS ($30.00) if the face value of the dishonored check or draft is more than fifty dollars ($50.00) and less than three hundred dollars ($300.00), or FORTY DOLLARS ($40.00), if the face value of the dishonored check is Three Hundred Dollars ($300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus penalties imposed by law (Fla. Stat. 832.08 and Fla. Stat. 125.0105). Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

3.17 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable, as required by this Agreement, to the following:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7383.

3.18 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.19 ANNUAL AUDIT: Within ninety (90) calendar days of each anniversary of the Concession Effective Date of this Agreement and within ninety (90) calendar days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees separately, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit G "Independent Auditor Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. At such Annual Audit if, as a result of such examination, it is established that the percentage fees for any period examined have been underpaid to the Department, the Concessionaire shall forthwith pay the difference to the Department within ninety (90) days, together with interest thereon at the rate set forth in **Sub-Article 3.15 "Late Payment"** from the date such amount or amounts should have been paid, and if as a result of such examination it is established that the percentage fees for any period have been overpaid the Department shall credit back the difference back to the Concessionaire.

3.20 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Locations located on the Airport, the Department shall give reasonable advance notice to the Concessionaire

The Department shall further have the right, upon reasonable written notice to the Concessionaire at the sole cost of the Department except as specified below, to examine or designate a representative to examine the books and records of the Concessionaire which relate to its operations on the Locations to determine the correctness of the percentage fees paid by the Concessionaire to the Department for any or all of the Agreement periods immediately preceding such examination. At least ten (10) days prior written notice shall be provided by the Department to the Concessionaire to examine any such books and records which may be located in offices of the Concessionaire, which are not located in the Airport. If, as a result of such examination, it is established that the percentage fees for any period examined have been underpaid to the Department, the Concessionaire shall forthwith, upon written demand from the Department, pay the difference to the Department, together with interest thereon at the rate set forth in **Sub-Article 3.15 "Late Payment"** from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid percentage fees for any period examined by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, the Concessionaire shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

3.21 RECORDS AND REPORTS: The Concessionaire shall, at all times during the term hereof and in accordance with applicable law, maintain at the Concessionaire's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Locations, in a form consistent with good accounting practice. In addition, Concessionaire shall cause to be installed for use at all times in each Location such devices and forms as are reasonably necessary to record properly, accurately and completely all Sub-tenant's advertising sales and services from each Location. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

The Concessionaire shall account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Concessionaire and which supports the amounts reported to the Department in the Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

1. A compiled report of transactions by Location showing all Gross Revenues and all exclusions from Gross Revenues by category, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Department on the Concessionaire's monthly "Revenue Reports"; and
2. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of the Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written notice from the Department, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Sub-Tenant's sales, shall be made available, either at the Locations, or at the Department's option, at the offices of the Department, for inspection by Department through its duly authorized representatives at any time for up to three (3) years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Locations will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

3.22 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due and subject to an administrative fee of twenty-five percent (25%) of such payment, obligation , or expense.

3.23 UTILITIES: The cost of all utilities used or consumed on the Locations shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's Office at the Airport. Unless the Locations are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) calendar days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephones and telephone service hook-up, data lines and additional electrical and communications services required.

The Department shall have no obligation to provide additional utilities to the locations listed in **Sub-Article 1.03 "Locations"** and **Sub-Article 1.04 "Administrative Office and Support Space"**.

3.24 LIQUIDATED DAMAGES*:* If Concessionaire default under any of the covenants or terms and conditions enumerated herein, the Department shall impose the Liquidated Damages described below, on a daily basis, in addition to any other remedies permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	**Fee**
Violation of Permitted Use of a Location	$ 50 per day/per Location
Failure to Submit Required Documents and Reports	$ 25 per day
Unauthorized Advertising	$ 50 per day/per Location

Failure to maintain Locations clean and functioning	$ 50 per day/per Location
Installation of Unapproved advertising in Locations	$ 50 per day/per Location
*Violation of other terms and conditions	$ 25per day
*Failure to complete installation of the location as established in the Agreement	$ 50 per day/per Location

*These violations shall be subject to the provisions set forth in Sub-Article 12.05 "Notice of Default and Opportunity to Cure".

The foregoing is due and payable from the Concessionaire; however, it shall not be construed as prohibiting the Concessionaire from imposing the financial liquidated damages described above, as a result of the Subcontractor's violation(s), on a daily basis, on the applicable Subcontractors, in addition to any other damages permissible by law and/or pursuant to the provisions of the sub-contractor agreements, until said violations are remedied by the applicable Subcontractor."

3.25 PAYMENT SECURITY: The Concessionaire shall provide the County with an irrevocable standby letter of credit, a surety bond, or other form of security acceptable to the Department may be furnished or cash for the payments required by this Sub-Article in an amount equal to twenty-five percent (25%) of the MAG amount provided in Sub-Article 3.01, and any annual rent due for Annual Rent provided for in Sub-Article 3.06, which is equal to <u>One Million One Hundred Twenty Five Thousand Dollars</u> ($<u>1,125,000</u>). Thereafter, the amount shall be adjusted as necessary to reflect any increases in the MAG and annual rent. This requirement shall be met no later than thirty (30) days after the Date of Execution of the Agreement. The payment security shall be kept in full force throughout the Term and any Extension of this Agreement or extension thereof.

The Department may draw upon such payment security instrument if the Concessionaire fails to make payments secured by this Sub-Article. Upon notice of any such draw, Concessionaire shall immediately replace the payment security with a new payment security in the full amount of the payment security required hereunder. A failure to renew the payment security, or increase the amount of the payment security, if required pursuant hereto, shall (i) entitle the Department to draw down the full amount of such payment security, and (ii) be a default of this Agreement entitling Department to all available remedies.

ARTICLE 4 – IMPROVEMENTS TO THE LOCATIONS

4.01 IMPROVEMENTS TO LOCATIONS: The Concessionaire shall be required to invest a minimum pursuant to **Sub-Article 3.05 "Capital Investment"**, for Approved Improvements for the design, engineering, construction, furniture, fixtures and equipment excluding interior signage and inventory for each Location listed in Exhibit A and any additional location taken by the Concessionaire pursuant to **Sub-Article 1.07(A) "Addition of Location"**. Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of such soft costs to be permitted to include as Approved Improvements shall be fifteen percent (15%). If a Location is not completed within the one hundred twenty (120) calendar days from the Effective Date, pursuant to **Sub-Article 3.24 "Liquidated Damages."** All improvements shall be subject to review and approval by the Department. The Department shall reasonably cooperate with Concessionaire to help expedite the permit delivery process by the County.

It is the intent of the parties that Approved Improvements may include but are not limited to the décor, remodeling of the wall and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans; as such term is defined in **Sub-Article 4.02 "Design of Improvements"**.

Improvements not constituting Approved Improvements shall include improvements that (i) are non-fixed, (ii) have not been reimbursed by the Department pursuant to **Sub-Article 4.09 "Cost Documentation"**, and (iii) can be removed without damage to the premises. The Concessionaire is liable and shall indemnify the Department for any damage to the Locations which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as storage space will not be considered as Locations, as stated in **Article 4 "Improvements to the Locations"** or as an extension of this Agreement, and costs incurred by Concessionaire to provide such storage space shall not constitute Approved Improvements.

Within thirty days after the Turn Over, the Concessionaire shall provide to the Department an irrevocable Letter(s) of Credit with automatic renewals, in a form acceptable to the Department, in an amount equal to one hundred percent (100%) of the projected improvement costs for the annual anticipated locations to be constructed. The Department upon issuance of a Certificate of Occupancy for the built-out Locations may release such letter of credit.

4.02 DESIGN OF IMPROVEMENTS: Planning and design must be in accordance with Exhibit O "Retail Concessions Design Guidelines", Exhibit M "Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures" or "Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures", as applicable, the "MDAD Life Safety Master Plan" and the "MDAD Design Guidelines Manual" (www.miami-airport.com) as may be established for the Terminal Retail Program. As plans for the improvement of individual Locations or common area improvements are completed, the Concessionaire shall submit to the Department for review, approval or modification detailed final plans ("Final Plans") and specifications (including materials, colors, textures and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 REPLACEMENT OF DISPLAYS BY CONCESSIONAIRE: *"The Department may require the Concessionaire to replace worn out, inoperable or outdated displays at any time. Such replacements shall be considered a part of Concessionaire's planned refurbishment investment as Concessionaire will make a refurbishment investment between years four through six (4-6) in the minimum amount of Four Hundred Thousands ($400,000). If the Department does require a replacement of displays as a condition, then the Concessionaire will submit a plan for its replacement of displays to the Department no later than thirty (30) days from the date of Department's notice exercising the option, and complete the replacement work within sixty (60) days thereafter.*

The Concessionaire will provide the Department, no later than ninety (90) calendar days after installation are completed, with a schedule of expenditures on Capital Investment actually paid for as part of the Replacement, along with copies of paid invoices or similar documents acceptable to the

Department evidencing the amount Concessionaire has spent on the Capital Investment and a signed statement by Concessionaire certifying the schedule is true and correct and all amounts listed were actually paid by Concessionaire. The amount of such expenditures on the Capital Investment which are satisfactorily evidenced to the Department shall be the "Replacement Cost."

The replacement of each individual Location must be completed no later than 60 days after commencement of work on that Location, such that no individual Location is closed to revenue-producing advertising by reason of replacement for more than 60 days. If three or more Advertising Locations are closed to advertising for a period of more than60 days by reason of any delay in completing replacement, the Concessionaire will pay liquidated damages in accordance with Sub-Article 3.24 "Liquidated Damages."

4.04 PAYMENT FOR IMPROVEMENTS: In no event shall any work related to improvements constructed by, on behalf of the Concessionaire, or the Department's approval thereof, give rise to any lien on the Department's interest in the Locations or any obligation or liability on the part of the Department. The Concessionaire shall pay the entire cost of all improvements so that both the Department and Concessionaire's interests in the Locations shall always be free of liens for labor or materials. If any lien or notice of contract relating to improvements constructed by, on behalf of, or under the Concessionaire is filed against the Locations, then Concessionaire shall discharge the same by payment or by filing any necessary bond within ten (10) days after Concessionaire has notice from any source of such lien.

4.05 CERTAIN CONSTRUCTION CONTRACT TERMS: All contracts entered into by the Concessionaire and/or its Subcontractors for the construction of the Improvements shall require completion of the improvements within the schedules submitted pursuant to **Sub-Article 4.02 "Design of Improvements"** and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages to the Department in the event the contractor fails to complete the construction on time. The Concessionaire agrees that it will use its best efforts and shall also require the Subcontractors to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

Prior to the commencement of any installation work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Exhibit B, "Surety Performance and Payment Bond" provided by Concessionaire to the Department in the form contained in Exhibit B "Surety Performance and Payment Bond" in the Concession Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the installation contract.

4.06 IMPROVEMENTS FREE AND CLEAR: The Approved Improvements, upon completion, shall immediately become the property of the Department, free and clear of any liens or encumbrances whatsoever, other than the Department's obligation to reimburse the Concessionaire for the un-amortized value of the Approved Improvements as provided in this Agreement. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Locations or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provisions to protect the Department from the claims of any laborers, subcontractors or material men against the locations or improvements.

4.07 OTHER REQUIREMENTS: The Concessionaire shall or shall cause its Subcontractors to apply for and obtain a building permit from the Department for all appropriate inspections and a Certificate of Occupancy upon completion. Within sixty (60) calendar days following the completion of construction of the improvements, the Concessionaire shall furnish the Department one complete set each of legible prints (black line), of construction drawings, one set of blue prints, one copy of construction drawings and construction project drawings in electronic file format and in full compliance with Autodesk's Drawing ("DWG") file format and standard revised to "as built",. Based upon submission date, the DWG version must be within two years of AutoCad version including all pertinent shop and working drawings, copies of all releases of all claims and a copy of the Certificate of Occupancy provided the Concessionaire does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

No installations will be allowed without obtaining a Temporary Certificate of Occupancy or a Certificate of Occupancy.

Any change in the Location or concept proposed in response to the Request for Proposals must be approved in writing by the Department.

4.08 REVIEW OF CONSTRUCTION: The Department shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Concessionaire and approved by the Department.

4.09 COST DOCUMENTATION: Within one hundred eighty (180) calendar days from the date of Beneficial Occupancy, specifically including those improvements described in **Sub-Articles 4.01 "Improvements to Locations"**, the Concessionaire shall submit to the Department a certified audit of the monies actually expended in the design and construction of the Approved Improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm ("Auditor"), approved in advance by the Department (the "Certified Audit"). The Concessionaire or the Subcontractors, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Concessionaire or the Subcontractors and approved by the Department, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire or the Sub-tenants, as the case may be, as provided in **Sub-Article 4.01 "Improvements to Locations"**. The audit is to be given to the Department's Finance Manager. No non-receipted expenditures will be credited. Concessionaires not submitting certified audits within the allotted time may be billed a penalty of $50.00 per day. Upon reconciliation, any difference due the Department shall also include an administrative fee of ten per cent (10%) of the monies due the Department on the build-out of the Locations. In the event of any disputes between the Department and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in **Sub-Article 17.01 "Incorporation of Trust Agreement by Reference"**. The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Concessionaire in writing that it has approved or disapproved the certified costs for each Location and the common area improvements detailed in the Certified Audit within sixty (60) days from the date of its receipt of the Certified Audit. If the Concessionaire fails to submit the Certified Audit within the time prescribed above for any Location, then a penalty will be assessed as noted in **Sub-Article 3.24 "Liquidated Damages."** The Approved Improvement cost for purposes of calculating the County's obligation to reimburse the Concessionaire for un-amortized improvement costs for such Location pursuant to **Sub-Article 4.10 "Amortization Schedule"** shall equal the lesser of One Hundred Fifty Dollars ($150) per square foot or the square footage rate of improvement costs for such Location certified by the Auditor.

If the approved total receipted amount is below the Concessionaire or its Sub-tenant's Capital Investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay to the Department the difference between the expended amount and the Capital Investment, within one hundred eighty (180) calendar days from the date of Beneficial Occupancy of the corresponding Location.

The Concessionaire shall be entitled to obtain reimbursement of such payments made to the Department from the applicable Subcontractors who fail to spend the Capital Investment for their specific Locations.

4.10 AMORTIZATION SCHEDULE: The Concessionaire shall amortize its capital investment for a period not to exceed twenty four (24) months from the Effective Date of the Agreement, using the straight-line depreciation method. If, at any time during the term of the Agreement, excluding any extension, the Department requires the deletion and/or modification of any Location, the Department may designate new Locations at its sole discretion and reimburse the Concessionaire the unamortized balance of Approved Improvements for that Location.

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.

2. Advertising displays and fixtures. Any display valued at Five Hundred Dollars ($500) or less, under the state of Florida will not qualify for amortization. The State of Florida may modify from time to time the value range.

3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Concessionaire will be required to confirm the Capital Investment within one hundred eighty (180) calendar days of Beneficial Occupancy for each Location. No non-receipted expenditures will be credited. Concessionaires not submitting a certified audit within the allotted time may be billed a penalty of Fifty Dollars ($50.00) per day

4.11 CONSTRUCTION PERMIT FEE: The Concessionaire shall pay a permit fee to the Department for improvements which would customarily be paid to the County's Building Department as a condition to issuance of a permit. The permit fee payable by the Concessionaire to the Department is an amount equal to one percent (1%) of the construction cost of the improvements. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Concessionaire's plans/specifications. Such fee shall be non-refundable. The Concessionaire shall be entitled to require the Subcontractors to pay their proportionate share for the budgeted construction hard costs for the improvements to be made by the Subcontractors in each Location.

4.12 CONSTRUCTION SERVICES: The Concessionaire shall provide at a minimum, but not limited to, the following design and construction services:

1) Concessionaire Improvements

Pursuant to the terms of this Agreement, the Concessionaire shall construct certain improvements. The Department shall provide the Concessionaire with the scope of such improvements and within a reasonable time period to be mutually agreed to by the Concessionaire and the Department, the Concessionaire shall provide the Department with a preliminary estimate of hard and soft costs for such improvements. Once the Department and the Concessionaire have mutually agreed on the scope of the improvements and the preliminary estimates, the Concessionaire shall proceed to design and construct the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

a. Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Locations and administrative support space.
2. Coordinate meetings with Subcontractors and its architects, if applicable, MDAD's architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N Procedures, as well as all other applicable codes and regulations.
4. Provide Subcontractors, if applicable, with required information such as, but not limited to, Leasehold Outline or As-Built drawings provided by the Department's Technical Support Division.
5. Provide and coordinate access to Location as necessary.
6. Purchase materials and services, and coordinate the fabrication and installation of the concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

1. Attend or cause Subcontractors to attend pre-construction meetings, construction meetings, coordinate construction with Subcontractors if applicable, monitor schedule, and coordinate locations development with the Department as required, pursuant to the TAC-N procedures.

2. Adhere to and or cause Subcontractors to adhere to MDAD's TAC-N Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Locations, including those of any Subcontractors.
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all shell and core Locations including, but not limited to, inspections, delivery, coordination and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.
7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.
9. Review and advise the Department on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Locations.
11. Organize and have available upon request completed project files.
12. Coordinate access to the Location to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location.
14. Submit Record Drawings (As-Built drawings) as per the TAC-N or TAC-R requirements within sixty (60) days from the issuance date of the Certificate of Occupancy, and deliver them to the Department pursuant to the TAC-N or TAC-R procedures.

ARTICLE 5 – STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit J; the "Standard of Operations", Exhibit L, the "MIA Terminal Standards" available on **www.miami-airport.com**, and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Locations, which the Concessionaire agrees to observe and obey and cause its Subcontractors to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Concessionaire. The Concessionaire shall distribute such rules and regulations and operating performance standards to its Subcontractors. The Department shall provide the Concessionaire with reasonable prior written notice, not less than fifteen (15) days, and prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Concessionaire shall implement and comply with all amended requirements, within fifteen (15) days of receipt of an amendment to Exhibit L "Standard of Operations". The Concessionaire shall immediately implement and comply and shall cause its Subcontractors to immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

The Concessionaire acknowledges the desire of the Department, as part of its obligation to ensure the highest level of public service, to provide the public and air traveler an adequate range and quality of service. The Department may monitor, test or inspect the Locations at any time through the use of its own personnel, and/or the use of a shopping service, and/or by any other reasonable means that do not unduly interfere with the operation of the business. The results of such service audits may be employed by the Department to enforce the obligations in this Agreement.

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the Locations, pursuant to Exhibit L "Standard of Operations", as may be amended from time to time. Failure to perform any of the services under this Agreement may result in damages being imposed pursuant to Sub-Article.

5.02 **PRICING POLICY:** An Advertising Sales Rate/Rate Card detailing the prices for all advertising locations including package promotions must be submitted annually, or whenever such rates are adjusted, and approved by the Department prior to advertising the rate card. Any adjustment to the first year rates must be submitted to the Department for approval prior to contract execution.

The Concessionaire or its Subcontractors who are not in compliance with the provisions of this Sub-Article shall be given seven (7) days to bring all rates into compliance. Failure to do so shall subject the Concessionaire to penalties pursuant to **Sub-Article 3.24"Liquidated Damages"** in the Concession Agreement and shall constitute a default under this Agreement.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the terminal building, excluding the Locations. This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the terminal building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the terminal building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Locations at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Concessionaire or its Subcontractors, and further provided that the Concessionaire shall or shall cause its Subcontractors to reimburse the Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees, or invitees. The Concessionaire shall give the

Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport, which verbal notice shall be followed by written notice within twenty-four (24) hours) describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder. The Department, except with respect to the As Is Locations shall provide all portions of the Locations to the Concessionaire in Shell Condition.

B. The Department will provide air conditioning and electrical service as presently existing for the Locations. The Department shall provide to the Concessionaire a utilities matrix which describes the current utilities for each Location within the Locations within thirty (30) days from the Turnover Date. All new services, extensions, and/or relocations of existing utilities in order to properly meet the Concessionaire's operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided at no expense to the Department.

The Department encourages the Concessionaire to provide and install or cause the Subcontractors to provide and install meters for utilities used at the Concessionaire's or its Sub-tenant's expense

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Locations.

Such maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labour related controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department. If the Concessionaire's or Sub-Tenant's Locations are of such a condition as to significantly impact the Concessionaire's or a Sub-tenant's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Concessionaire pursuant to this Agreement or the Sub-tenant pursuant to the Sub-lease or license agreement, the Department shall provide a rent abatement for that portion of the Locations rendered unusable for that period of time that the Department is unable to make repairs required by **Sub-Article 6.01 "Department Services"**.

C. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Locations for the Concessionaire's or its Sub-Tenant's use or for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Locations or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Locations by the Concessionaire or its Subcontractors.

1. The Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed for Subcontractors to operate from the Locations hereunder, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for

providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.

2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.

3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement relating to the Locations or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Concessionaire under or in connection with this Agreement.

4. The Department shall not be liable to the Concessionaire for any loss of business or damages sustained by the Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the terminal building.

ARTICLE 7–FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Locations by the Concessionaire, shall be in keeping with the decor of the terminal building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs so installed by the Concessionaire, as provided in **Sub-Article 4.01 "Improvements to Locations"**, shall, except as provided in **Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment"**, be removed from the Locations within **thirty (30) days** following the expiration or earlier termination of this Agreement.

7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS: The Concessionaire will be responsible, at its cost, for ensuring that the Locations and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' locations. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its or its Subcontractor's operations or its physical locations to comply with the Department's ADA obligations with respect to the Locations, as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) calendar days prior to the expiration of this Agreement, or upon termination pursuant to **Article 12 "Default and Termination by County"** or **Article 13 "Claims and Termination by Concessionaire"** hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Locations by the Concessionaire or any Subcontractor:

(A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Locations within thirty (30) days following the expiration or earlier termination of this

Agreement, subject to the provisions of **Sub-Article 4.01 "Improvements to Locations"**; or

(B) Retain any portion of the equipment, furnishings, fixtures, signs, or carts of the Concessionaire or any Subcontractor (personal property as referred to in **Sub-Article 4.01 "Improvements to Locations"**) in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any proprietary signs or logos (e.g., brand names owned by, or licensed or franchised to Concessionaire or any Sub-Tenant).

ARTICLE 8 – MAINTENANCE

8.01 CLEANING: The Concessionaire shall, at its cost and expense, keep or cause its Subcontractors to keep the Locations clean, neat, orderly, sanitary and presentable at all times. If the Locations are not kept clean in the as provided in the Standard of Operations (Exhibit L) the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in penalties being assessed pursuant to **Sub-Article 3.24 "Liquidated Damages."**

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Locations and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal or any Sub-tenant service within the Locations, such service providers must have permits issued by the Department to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. The Concessionaire shall have the right to charge Subcontractors for a proportionate share of any such costs and expenses incurred to remove and properly dispose of all trash, refuse, and pest control as a result of inactions or actions by the Concessionaire and/or its Subcontractors of any nature whatsoever. Any trash left or stored in any area visible to the public or edible items not properly contained may result in penalties being assessed pursuant to **Sub-Article 3.24"Liquidated Damages."**

The Department reserves the right to back charge the Concessionaire for waste disposal a proportionate share in a non-discriminatory manner either indirectly through rental rates or directly by a Department generated bill for actual usage. Such charges shall not exceed the Department's actual costs.

8.03 MAINTENANCE AND REPAIR: Except with respect to the Department's maintenance and repair obligations as set forth in **Sub-Article 6.01 "Department Services"**, the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior of the Display Locations. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Concessionaire or its Subcontractors specifically as a result of their operation shall remain with the Concessionaire or its Subcontractors. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Locations to the state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Locations, or with appropriate notice, enter upon the non-public areas of the Locations, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Concessionaire notice no less than two (2) hours in advance so that a representative of either the Concessionaire and/or a representative of the applicable Sub-tenant may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire (or if the Concessionaire fails to cause the Sub-tenant to perform such maintenance) to the satisfaction of the Department within seven (7) calendar days after receipt of such written notice, Department shall have the right to enter upon the Locations and perform such maintenance and charge Concessionaire for such services.

8.04 FAILURE TO MAINTAIN: Upon failure of the Concessionaire or its Subcontractors to maintain the Locations as provided in this **Article 8 "Maintenance"**, the Department may enter upon the Locations and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs, shall constitute additional rental, and shall be billed to and paid by the Concessionaire, in addition to any penalties imposed by the Department pursuant to **Sub-Article 3.24 "Liquidated Damages."**

Failure to pay said costs upon billing by the Department will cause this Agreement to be in default as stated in **Sub-Article 12.02 "Payment Default"**.

8.05 ENVIRONMENTAL RECYCLING: The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire and/or its Subcontractors shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program, or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire or its Subcontractors is the sole responsibility of the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other federal or local regulatory agency.

8.06 FIRE PROTECTION AND SAFETY EQUIPMENT: The Concessionaire and its Subcontractors must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term of this Agreement, and extensions, if any, or any insurance carrier providing insurance covering any portion of the Locations.

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

9.01 NO ASSIGNMENT: The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Locations, without the prior written consent of the Department.

9.02 OWNERSHIP OF THE CONCESSIONAIRE: Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control of the Concessionaire without the prior written consent of the Department, such consent will not be unreasonably withheld.

9.03 CHANGE OF CONTROL: If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty-percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this **Article 9 "Assignment and Ownership"**. If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of this Agreement for purposes of this **Article 9 "Assignment and Ownership"**.

9.04 HOLDOVER:

A. With the Department's Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or no less than seventy percent (70%) of the square footage of the Locations thereof after the termination of this Agreement, by written agreement executed by the Department the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Minimum Monthly Guarantee; as such Minimum Monthly Guarantee is subject to an annual Consumer Price Index adjustment. Such adjustment will be calculated by dividing the most recent Consumer Price Index published immediately prior to the expiration of the Concession Agreement and the most recent Consumer Price Index published one year immediately prior to the termination date and multiplying such amount by the Minimum Annual Guarantee. The recalculated Minimum Annual Guarantee will be used as the basis for calculating the Minimum Monthly Guarantee. Notwithstanding the adjustment, in no event will any adjustment by the Consumer Price Index cause the Minimum Annual Guarantee for any year to be lower than the amount of such Minimum Annual Guarantee for the Term. If the Consumer Price Index is discontinued or revised during the Term, any such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

In addition, the Concessionaire shall pay the applicable Monthly Percentage Fee, and monthly installment or rent for the Concessionaire's Office pursuant to Sub-Article **3.06 " Annual Rental"** (if Concessionaire remains in such Space), on account of the holdover use and occupancy of the Locations. One-sixtieth (1/60) of any un-amortized investment amounts per Location owed the Concessionaire by the Department, for the slippage in Location turnover shall be extinguished, for each additional month the Concessionaire or its Sub-tenant remains in possession of any portion of the Locations. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or any part thereof after the termination of this Agreement, without a written agreement executed by the Department, then without limiting the Department's other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter pay on account of its holdover use and occupancy of the Locations a sum, at a rate equal to two times (2x) the amount payable monthly as MMG PLUS Monthly Percentage Fee PLUS monthly installment of the administrative support space annual lease rental pursuant to **Sub-Article 3.06 "Annual Rental"**, and with all additional rent also payable as provided in this Agreement (the "Holdover Charges"). Imposition of Holdover Charges, extinguishes any un-amortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover. The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, the Concessionaire shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the expiration or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire shall indemnify, defend, and hold harmless the Department and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the Department 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 acts or omissions of Concessionaire, its employees, agents or contractors with respect to the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principles. The Concessionaire 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 Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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

ARTICLE 11 – INSURANCE

11.01 <u>INSURANCE</u>

11.1.01 The Concessionaire shall maintain the following insurance throughout the performance of this Concessionaire until the Work has been completed by the Concessionaire and accepted by the Owner.

A. **<u>Worker's Compensation</u>**, as required by Chapter 440, Florida Statutes.

B. **<u>Automobile Liability Insurance,</u>** covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(2) $1,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Contractor off of the AOA.

C **Commercial General Liability Insurance,** on a comprehensive basis, including Contractual Liability, Broad Form Property Damage and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

11.1.02 All insurance policies required herein shall be issued in 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 "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD Risk Management.

11.1.03 The Concessionaire shall furnish certificates of insurance to the Owner prior to commencing any operations under this Contract. Certificates shall clearly indicate that the Concessionaire has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the MDAD Risk Management.

11.1.04 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Concessionaire from liability under any other portion of this Contract.

11.1.05 Cancellation of any insurance or bonds, or non-payment by the Concessionaire of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Concessionaire.

11.1.06 The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. If insurance certificates are scheduled to expire during the contract period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office before such expiration.

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

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Concessionaire (an "Event of Default"). In addition to those defaults defined in **Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", and Sub-Article 12.04 "Habitual Default"**, an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Concessionaire has violated the terms and conditions of this Agreement;

(B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the advertising concessions;

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

(D) The occurrence of any act, which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;

(E) Abandonment or discontinuance of operations by Concessionaire of its business by any act(s) of Concessionaire;

(F) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations of City at Airport or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same;

(G) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;

(H) Failure by Concessionaire to maintain its other equipment in a manner satisfactory to the Director;

(I) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement;

(J) The Concessionaire has failed to provide adequate assurances as required under Sub-Article 12.09 "Adequate Assurances";

(K) The Concessionaire has failed to comply with any provision of Sub-Article 14.07 "Disadvantaged Business Enterprise Participation Plan";

(L) The Concessionaire has failed in a representation or warranty stated herein; or

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

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make MAG/MMG payments and Percentage Fee payments and other charges required to be paid herein when due and fails to cure the same within five (5) calendar days after written notice shall constitute a default, and the Department may, at its option, terminate this Agreement after five (5) calendar days notice in writing to the Concessionaire.

12.03 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) calendar days written notice to the Concessionaire to terminate this Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within thirty (30) calendar days after written notice; provided, however, that if it is not reasonably possible to cure such failure within such thirty (30) day period, such cure period shall be extended for an additional period of such duration the Department shall deem appropriate without waiver of any of the Department's rights hereunder, if within the thirty (30) days after such written notice the Concessionaire commences to cure such default and thereafter diligently and continuously continues to cure such default:

(A) Failure of the Concessionaire to comply with covenants of this Agreement other than those that constitute default pursuant to **Sub-Article 12.02 "Payment Default"**.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Any Event of Default.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Concessionaire has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Concessionaire, regardless of whether the Concessionaire has cured each individual condition of breach or default as provided for in **Sub-Article 12.02 "Payment Default"** and **Sub-Article 12.03 "Other Defaults"** above, the Concessionaire may be determined by the Director to be an "habitual violator". At the time that such determination is made the Aviation Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct any subsequent breach(s) or default (s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to the Concessionaire, such termination to be effective upon the seventh (7) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Concessionaire shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Concessionaire shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 12.10 "Actions at Termination"** hereof.

12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs, the Department shall notify the Concessionaire by sending a notice of default Notice, specifying the basis for such Event of Default, and advising the Concessionaire that such default must be cured immediately or this Agreement with the Department may be terminated. The Concessionaire can cure and rectify the Event of Default, to the Department's reasonable satisfaction, within thirty (30) days from Concessionaire's receipt 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 Department's rights hereunder, so long as, the Concessionaire 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 notice of default shall specify the Termination Date by when the Concessionaire shall discontinue the services.

12.06 UNAMORTIZED INVESTMENT EXTINGUISHED: Termination of this Agreement based upon **Sub-Article 12.07 "Termination for Abandonment"**, **Sub-Article 12.02 "Payment Default"**, **Sub-Article 12.03 "Other Defaults"**, **Sub-Article 12.04 "Habitual Default"**, or **Sub-Article 12.08 "Termination for Cause"**, shall extinguish any unamortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover dates.

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated in its entirety upon the abandonment by the Concessionaire of the Locations or the voluntary discontinuance of Concessionaire's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire from providing services on the Locations for the purposes authorized in **Article 2 "Use of Locations"**. The foregoing shall not include periodic Sub-tenant vacancies in individual Locations that may occur from time to time during the Term of this Agreement.

12.08 TERMINATION FOR CAUSE: The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable. The Department 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 Department and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, 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 Department through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

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

1. Treat such failure as a repudiation of this Agreement; and
2. 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.

12.10 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

(A) Stop all work as specified in the notice to terminate;

(B) Take such action as may be necessary for the protection and preservation of the Locations and other Department materials and property;

(C) Vacate, quit and surrender, and account for the administrative support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the Department, on or before the date of termination.

ARTICLE 13 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing within thirty (30) calendar days of the occurrence of the event to the Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in **Sub-Article 18.09 "Notices"**. The decision of the Director will be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the Department a written appeal addressed to the County Manager. The decision of the County Manager, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) calendar days of the Concessionaire's receipt of such decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Director or the County Manager shall be cause for termination of this Agreement in accordance with **Sub-Article 12.03 "Other Defaults"**. The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement, without liability to the Department, at any time after the occurrence of one or more of the following events:

(A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred eighty (180) calendar days.

(B) A breach by the Department of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the Department and failure of the Department to remedy such breach for a period of thirty (30) calendar days after receipt of written notice from the Concessionaire of the existence of such breach.

(D) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's provision of services for a period of one hundred eighty (180) calendar days.

ARTICLE 14 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

14.01 ACDBE REQUIREMENTS: It is the policy of the County that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. The County has established an ACDBE concession specific **goal of 11% (eleven) percent** of gross revenues. The ACDBE overall goal can be achieved either through the Concessionaire being an ACDBE itself, a partnership or joint venture, or subcontracting a percentage of gross revenues.

The Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan must be submitted with the Proposal in accordance with Appendix H, Section II and its supporting documents. The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

14.02 COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS

1. When an ACDBE participates in a contract, only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.

2. When an ACDBE performs as a participant in a joint venture, a portion of the total dollar value of the contract during the complete contract term, equal to the distinct clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in Appendix H.

3. Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:

   (a) An ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, or managing, or supervising the specific identified work.

   MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

   (b) An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.

(c) If an ACDBE does not perform or exercise responsibility for at least their percentage of its participation or if the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.

(d) When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this section, the ACDBE may present evidence to rebut this presumption. MDAD will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

4. MDAD's decision on commercially useful function matters are final.

14.03 ACDBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING: Concessionaires may decide to satisfy a part of the ACDBE goal by Joint Venturing with an ACDBE. The ACDBE partner must meet the eligibility standards set forth in 49 CFR Part 23. A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property, capital, efforts, skill, and/or knowledge. The joint venture agreement must specify the following:

(1) Each ACDBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-ACDBE JV partner.

The work should be submitted as part of this solicitation and annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the ACDBE joint venture partner should be store specific with regards to tasks and locations.

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

(2) Each Joint Venture partner must submit a notarized Monthly Utilization Report and a notarized Monthly Report of ACDBE Joint Venture Activity providing details of how the performance objectives were achieved and providing documentation of that achievement on the form. This information should include, but not be limited to:

a. Details of training sessions, including class rosters and lesson plans.
b. Deliverables and work products.
c. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
d. Proof that employees of partners actually work for them (payroll, payroll tax returns and the like).

(3) Each ACDBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.

(4) Each ACDBE JV partner must perform work that is commensurate with the Concession Agreement.

As described below, each Concessionaire must submit, as part of its Proposal, a plan for the achievement of the ACDBE goal, including Schedule of Participation and the Letter of Intent from ACDBE's who are Certified or have applied for Certification to the Miami-Dade County Department of Business Development as required by Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation Plan.

Without limiting the requirements of the Agreement, the County will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Proposal.

14.04 CERTIFICATION-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE): In order to participate as an ACDBE on this contract, an ACDBE must be certified or have applied for certification to the Miami-Dade County Department of Small Business Development or Florida Uniform Certification Program (FLUCP) at the time of Proposal submittal, but the ACDBE firm must be fully certified on or before the award date.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County Department of Small Business Development located at 111 NW 1st Street, Stephen P. Clark Center, 19th floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111 or facsimile at (305) 375-3160, or visit their website at www.co.miamidade.fl.us/dsbd/.

The ACDBE Certification List is maintained and published at least every other week by the Department of Small Business Development and contains the names and addresses of currently certified Airport Concession Disadvantaged Business Enterprise (ACDBEs) certified by the agency.

The FLUCP Directory is available at http://www.bipincwebapps.com/biznetflorida/. The Directory lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

Florida Department of Transportation,
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879

14.05 AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of goods and services contracts to Airport Concession Disadvantaged Business

Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Concessionaire has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Concessionaire shall include the following nondiscrimination language in concession and management related contracts with MDAD:

> ***"This agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or concession agreement, or subcontract, purchase or concession agreement, or other agreement covered by 49 CFR Part 23."***
>
> ***"The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements."***

14.06 ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM: Consistent with the goal of providing ACDBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to Section 5 "Airport Concession Disadvantaged Business Enterprise" hereof, each ACDBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

A. Operations

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

B. Personnel

(1) Employment practices
(2) Compliance with wage and hour laws
(3) Compliance with County and Airport requirements
(4) Designing compensation and benefits plans
(5) Management and staff training to enhance product knowledge and customer service
(6) Warehousing packaging and sales reporting of merchandise

C. Design and Display

(1) Layout
(2) Selling techniques
(3) Visual display techniques

D. Books, Records and Reports

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

(2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Concessionaire shall provide to the sub-concessionaire(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.

(3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (i.e., components covered, total number of hours of training, training material covered, etc.).

14.07 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN: The Concessionaire shall contract with those firm(s) as are listed on the Concessionaire's ACDBE Participation Plan in the Proposal documents and approved by the Department, and shall thereafter neither (i) terminate such ACDBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the ACDBE firm(s) without the prior written authorization of the Department.

The County shall monitor the compliance of the Concessionaire with the requirements of this provision during the term of this agreement.

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

If at any time the County has reason to believe that the Concessionaire are in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Concessionaire demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the County upon the Concessionaire except pursuant to a hearing conducted by the ACDBELO and/or Director.

14.08 COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS: When an ACDBE participates in a contract; only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.

When a ACDBE performs as a participant in a joint venture, a portion of the total dollar value of the contract during the complete contract term, equal to the distinct clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in Appendix H "Airport Concession Disadvantage Business Enterprise Participation Plan/Provision".

Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:

A. ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, managing, or supervising the specific identified work.

B. The Department will determine whether a ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture License Agreement; the subcontract License or other Licenses in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

C. An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.

D. If an ACDBE does not perform or exercise responsibility for at least their percentage of its participation or if the ACDBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.

E. When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this Article, the ACDBE may present evidence to rebut this presumption. The Department will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

The Department's decision on commercially useful function matters is final.

ARTICLE 15- RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Concessionaire shall comply and cause its Subcontractors to comply, with the Ordinances of the Department 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 hereunder, all additional laws, statutes, ordinances, regulations and rules of the federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the Department, any penalty, assessment or fine issued against the Department, or to defend in the name of the Department 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 Concessionaire, its agents, employees, Subcontractors or invitees, have violated any law, ordinance, regulation or rule described in **Sub-Article 15.01 "Rules and Regulations"** or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of **Sub-Article 15.02 "Violations of Rules and Regulations"** and **Sub-Article 15.01 "Rules and Regulations"** shall be included in every Sub-lease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-lease and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

15.03 PERMITS AND LICENSES: The Concessionaire shall and cause its Subcontractors to obtain, pay for and maintain on a current basis and make available to the Department upon request, all permits and licenses as required for the performance of its services hereunder.

ARTICLE 16 – GOVERNING LAW

16.01 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 of the parties hereto shall be brought in the courts of the State of Florida.

16.02 REGISTERED OFFICE/AGENT JURISDICTION: The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby 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. If Concessionaire is a joint venture and not a corporation, the parties to the joint venture hereby 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 17 – TRUST AGREEMENT

17.01 INCORPORATION OF TRUST AGREEMENT BY REFERENCE: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours.

17.02 ADJUSTMENT OF TERMS AND CONDITIONS: If at any time during the Term or the Extensions thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other Concessionaires under other agreements of the Department for the lease or use of locations used for similar purposes, are unjustly discriminatory, the Department, shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals fees and charges required to be paid under this Agreement in such a manner as the Department shall determine is necessary and reasonable so that terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like locations and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the Department has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the Department, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the Department to the Concessionaire.

17.03 INSPECTIONS: The authorized employees and representatives of the Department and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to the Locations at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the Department to inspect and shall impart no liability on the Department should it not make such inspection(s).

17.04 NOT USED

17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (.0025%) of the total contract amount.

<u>Exception</u>: The above application of one quarter of one percent (.0025%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and Licenses; (e) concessions and other rental Licenses; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service Licenses under $1,000; (i) management Licenses; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal Licenses. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (.0025%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 18 – OTHER PROVISIONS

18.01 PAYMENT OF TAXES: The Concessionaire shall pay all taxes lawfully assessed against its interests in the Locations and its services hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute and Event of Default, pursuant to **Sub-Article 12.03 "Other Defaults"** hereof.

18.02 ALTERATIONS BY CONCESSIONAIRE: The Concessionaire shall not alter or modify the Locations, except in accordance with **Article 4 "Improvements to the Locations"** herein, without first obtaining written approval from the Department.

18.03 RIGHTS TO DEPARTMENT: All rights are reserved to the Department.

18.04 ADMINISTRATIVE MODIFICATIONS: It is understood and agreed to that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of **Sub-Article 1.05 "Addition, Deletion and Modification of Locations", Sub-Article 18.02 "Alterations by Concessionaire", Sub-Article, 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**.

18.05 SECURITY: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the Department.

18.06 RIGHTS OF DEPARTMENT AT AIRPORT: The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and locations at the Airport. The Department shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the Department its employees, or agents.

18.07 SUSPENSION OF SERVICES: If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Management (Vendor's name) at the Airport, which results in the disruption, curtailment or discontinuance of services performed hereunder, the County shall have the right, during said period, to suspend the County's obligations under this Agreement and to cause the services required to be performed under this Agreement to be performed by others without any liability by the County to Management (Vendor's name). During such period, if the services are being provided by others, this Agreement shall be abated.

18.08 OTHER DEPARTMENT RIGHTS: The Concessionaire shall be liable for any physical damage caused to the Locations by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers, or its Subcontractors. The liability shall encompass: (i) the Concessionaire's repair of the Locations, or if the Locations cannot be repaired, payment to the Department of the fair market value replacement cost of the Locations; and (ii) any other such damages to the Department or the Airport arising from the physical damage caused by the Concessionaire or its Subcontractors and its employees, agents, contractors, subcontractors or suppliers. The Department may also initiate an action for specific performance and/or injunctive relief.

18.09 FEDERAL SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department 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.

18.10 NOTICES: Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County: Director
(Mailing Address) Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

or (physical address): Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor,Miami, FL 33122

To the Concessionaire: Mr. J. Michael Riley, President
Clear Channel Airports
600 West Chicago Avenue, Suite 600
Chicago, Il 60610

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

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

18.12 RIGHTS RESERVED TO DEPARTMENT: All rights not specifically granted the Concessionaire by this Agreement are reserved to the Department.

18.13 DEPARTMENT LIEN: The Department shall have a lien upon all personal property of the Concessionaire in the Locations to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.

18.14 AUTHORIZED USES ONLY: he Concessionaire shall not use or permit the use of the Locations or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Concessionaire under this Agreement.

18.15 NO WAIVER: There shall be no waiver of the right of the Department 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 Concessionaire 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 Department to demand strict performance of the provisions, terms and covenants of this Agreement with performance hereof by the Concessionaire.

18.16 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the Department, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.

18.17 INTENT OF AGREEMENT: This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

18.18 MODIFICATIONS: This Agreement may be modified and revised in writing and duly executed by the parties hereto, except as permitted pursuant to **Sub-Article 19.04 "Administrative Modifications", Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**. Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

18.19 RADON DISCLOSURE: In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **"Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."**

18.20 TRADEMARKS AND LICENSES: The Department may, from time to time, require the Concessionaire as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the Department granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. 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 intellectual property in the using party.

18.21 HEADINGS: The headings of the various Articles and Sub-Articles of this Agreement, and its Table of

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

18.22 BINDING EFFECT: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

18.23 GOVERNMENTAL DEPARTMENT: 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.

18.24 INDEPENDENT CONTRACTOR: The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.

18.25 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Locations, the leasehold, or the Furniture, Fixtures and Equipment or any portion thereof. Concessionaire or its Subcontractors shall not permit or suffer any liens, including mechanics', material men's and tax liens to be imposed upon the Locations, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire or its Subcontractors may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to Department in order to clear the record of any such liens. Concessionaire further agrees that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Locations or any personal property or trade fixtures in the Locations, including any Furniture, Fixtures and Equipment or any part thereof or permit any of the foregoing to occur. Concessionaire shall assume the defense of and indemnify and hold harmless Department against any and all liens and charges of any and every nature and kind which may at any time be established against said Locations and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or its Subcontractors or as a consequence of the existence of Concessionaire's interest under this Agreement.

ARTICLE 19 - NOT USED

ARTICLE 20 - WAIVER OF CLAIMS

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Locations available to the Concessionaire or by reason of any defects or deficiencies in the Locations or in the terminal building including any defect or deficiency in the Locations or in the terminal building which substantially impedes the Concessionaire's or its Subcontractors' ability to operate a concession at the Location(s) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes If the Concessionaire provides reasonable justification, it shall have the right to request the Department's consideration for financial relief associated with such loss or damage sustained.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY: This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the previsions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

21.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required.

21.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, its Subcontractors, successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Locations or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination

because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.

2. Concessionaire will provide and cause its Subcontractors to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its locations as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Locations and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Concessionaire assures Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures Department that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Department.

5. Concessionaire further assures Department that it and its Subcontractors will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Locations. Concessionaire also assures Department that it will require its contractors and sub-Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-lease agreements at all tiers which are entered into in connection with Concessionaire's services hereunder.

6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in

connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term, or extension. If applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

21.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Concessionaire and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.

21.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

21.07 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST: The Concessionaire represents and warrants to the Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of the Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term, the First Extended Term and/or the Second Extended Term, as applicable. .

21.08 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire and the Concessionaire's Subcontractors of the Locations shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.

21.09 INTEREST: Any sums payable to the Department by the Concessionaire under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

21.10 MISCELLANEOUS PROVISIONS: The Concessionaire, its Subcontractors and its agents, contractors, sub-contractors and/or employees shall promptly observe and comply with applicable provisions of all federal, State, and local statutes, ordinances, regulations and rules which govern or apply to the Concessionaire or to its services or operations hereunder.

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any Extensions thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), Liquidated Damages including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the Department hereunder, on the rights and privileges granted to the Concessionaire herein, on the Locations and on any and all equipment installed on the Locations and the Concessionaire shall make and file all applications, reports, and returns required in connection therewith.

2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.

3. The Concessionaire is not authorized to act as the Department's agent hereunder and shall have no authority, express or implied, to act for or bind the Department hereunder and nothing contained in this Agreement shall be deemed or construed by the Department or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the Department the joint employer of any employee of the Concessionaire.

4 The Department, through its designated agents, shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations and the property of the Concessionaire located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

6. Time is expressed to be the essence of this Agreement.

7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

8. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.

9. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the County, or if a determination or judgment is to be made by the Department or the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the County.

10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Concessionaire shall comply with these requirements.

21.11 FORCE MAJEURE: Strictly in relation to the obligations of each party to the other under this Agreement, and not for any other purpose or for any benefit of a third party and each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by, (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Concessionaire, or (ii) embargo's, general shortages of labor, equipment, locations, materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

21.12 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to Department in the Eligibility and Proposal Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Agreement.

{Remainder of page intentionally left blank}

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: ______________________
County Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

____
Assistant County Attorney

By: ______________________
Deputy Clerk

Resolution No.: ______________

Date: ______________

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

CONCESSIONAIRE

Clear Channel Outdoor, Inc.
(Legal Name of Corporation)

ATTEST:

Secretary ____________________
(Signature and Seal)

David M. Clark, Secretary
(Type Name & Title)

By: ____________________
Concessionaire - Signature

Name: Chester Kwasniak

CFO
(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)

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

By: ____________________________
County Mayor

Approved for Form
and Legal Sufficiency

____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: ____________________________
Deputy Clerk

Resolution No.: ________________

Date: _________________

EXHIBIT A

ADVERTISING LOCATIONS

166

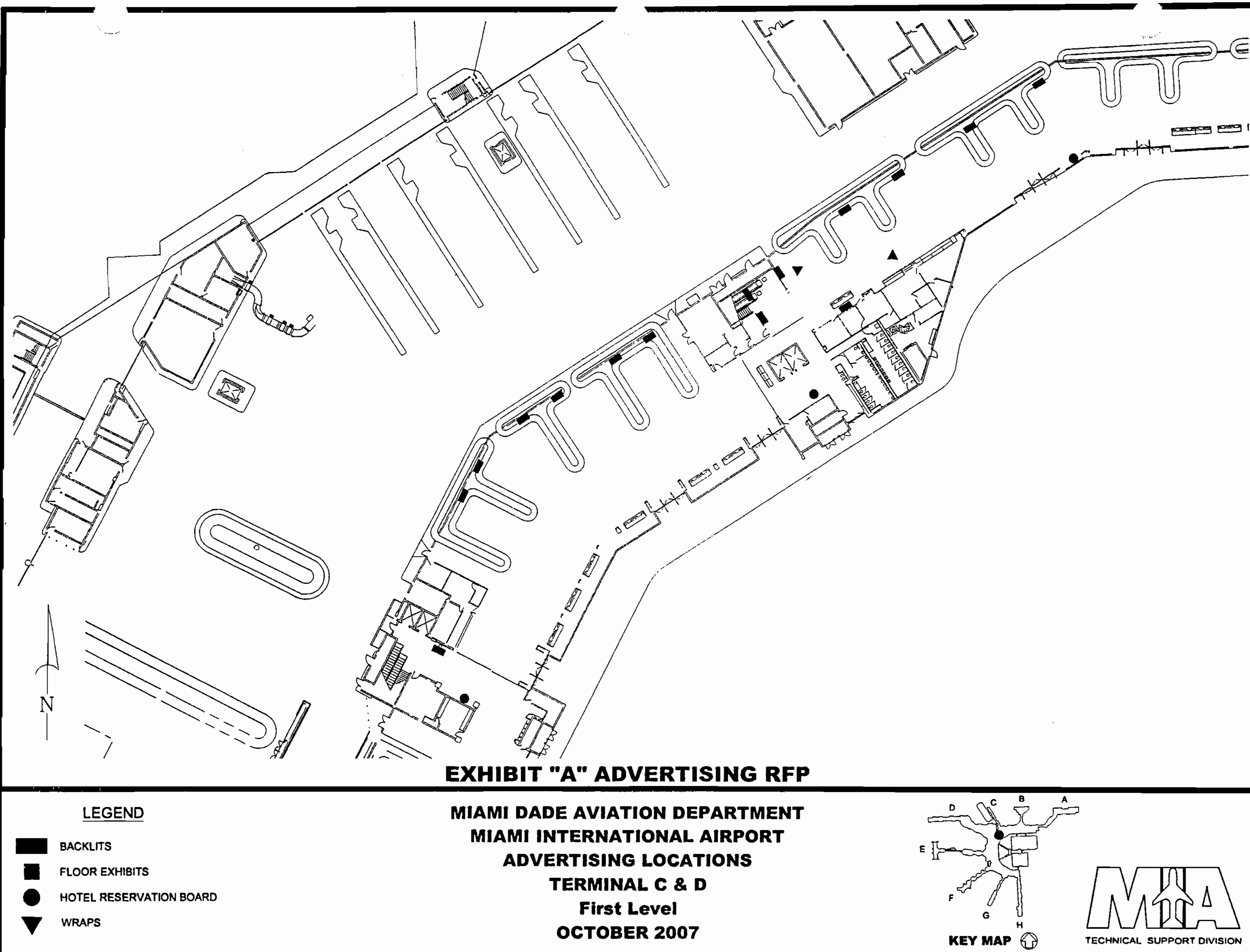


EXHIBIT "A" ADVERTISING RFP

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL C & D
First Level
OCTOBER 2007

PROJECT FILE 60099
DATE: 10/26/07

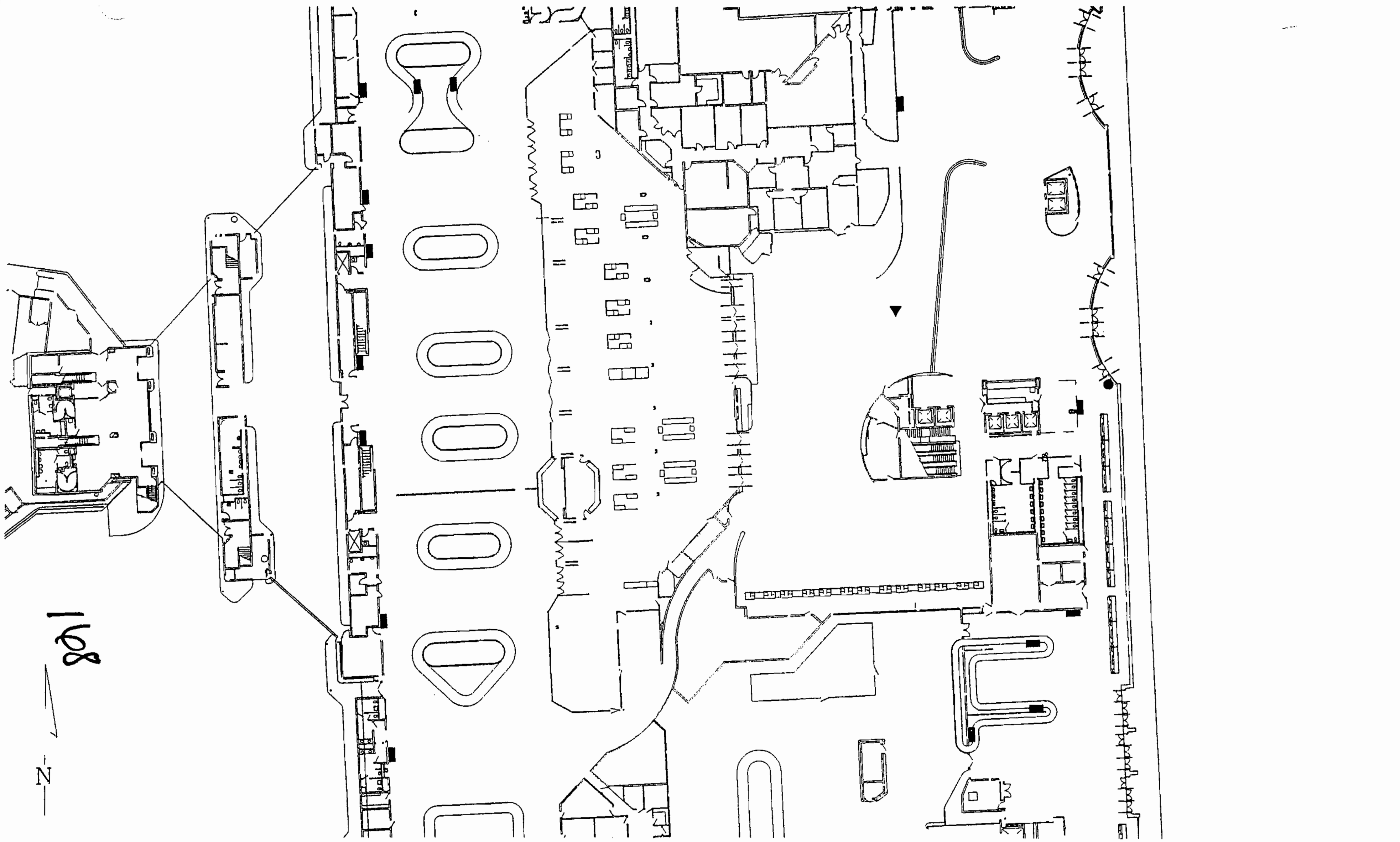
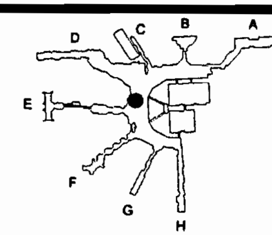


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL E
First Level
OCTOBER 2007



KEY MAP

MIA TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

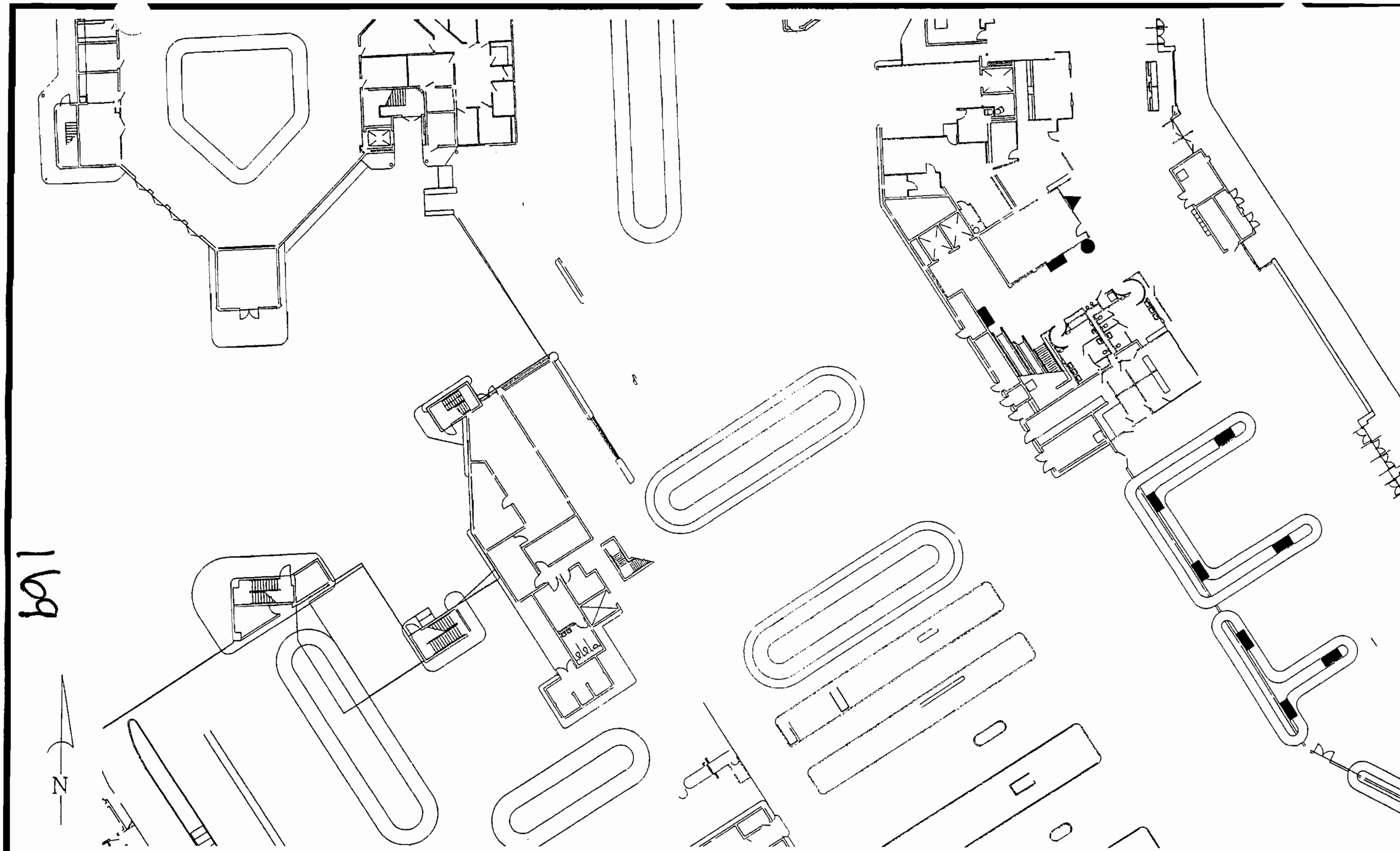
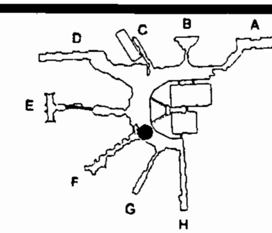


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL F
First Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/28/07

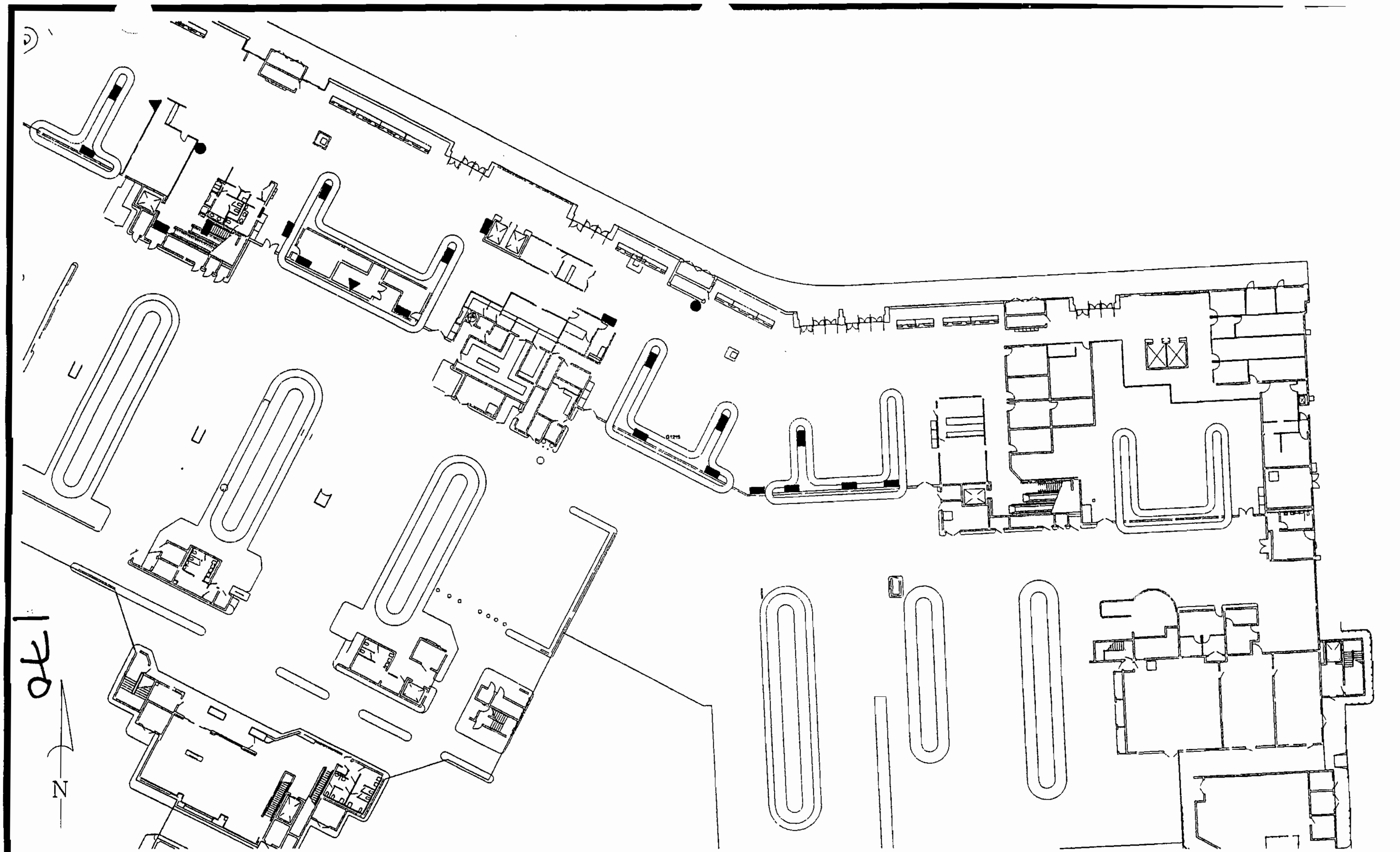
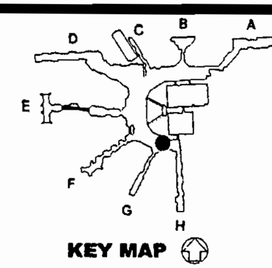


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL G & H
First Level
OCTOBER 2007



MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

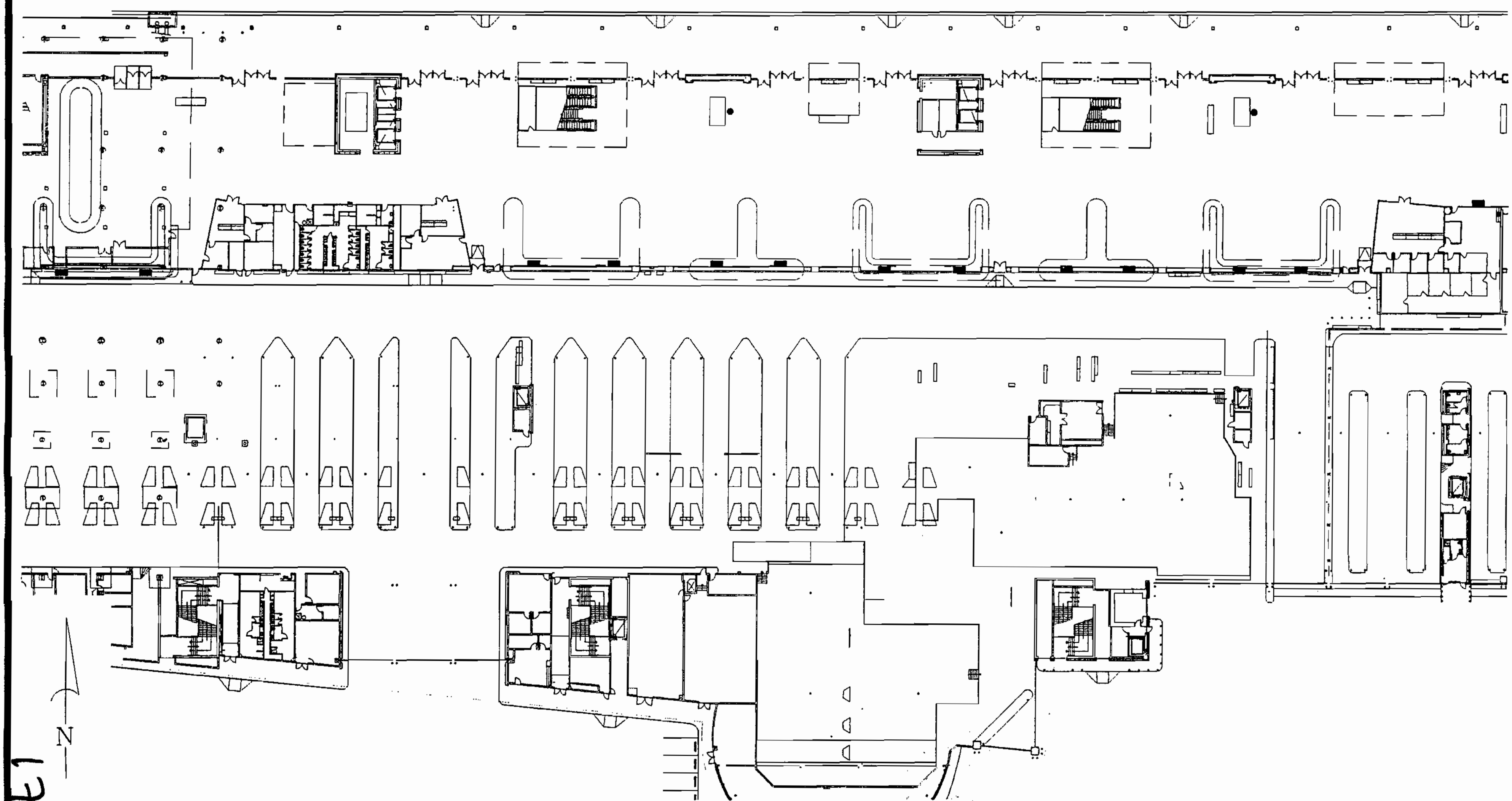
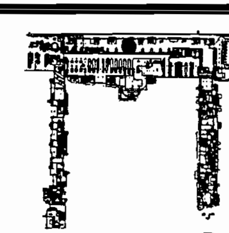


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
SOUTH TERMINAL
First Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

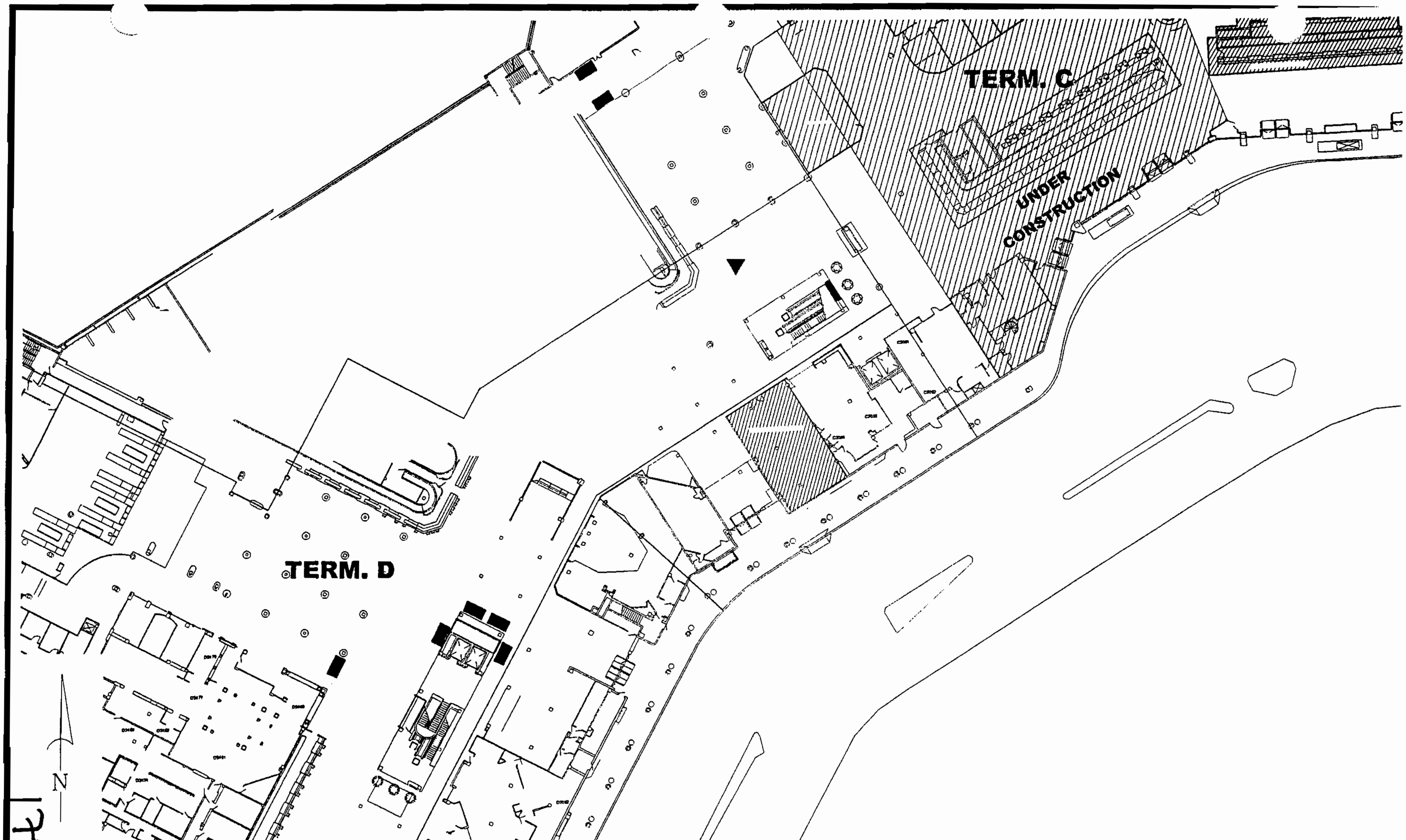


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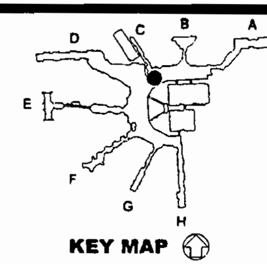
EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL C & D
Second Level
OCTOBER 2007



MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

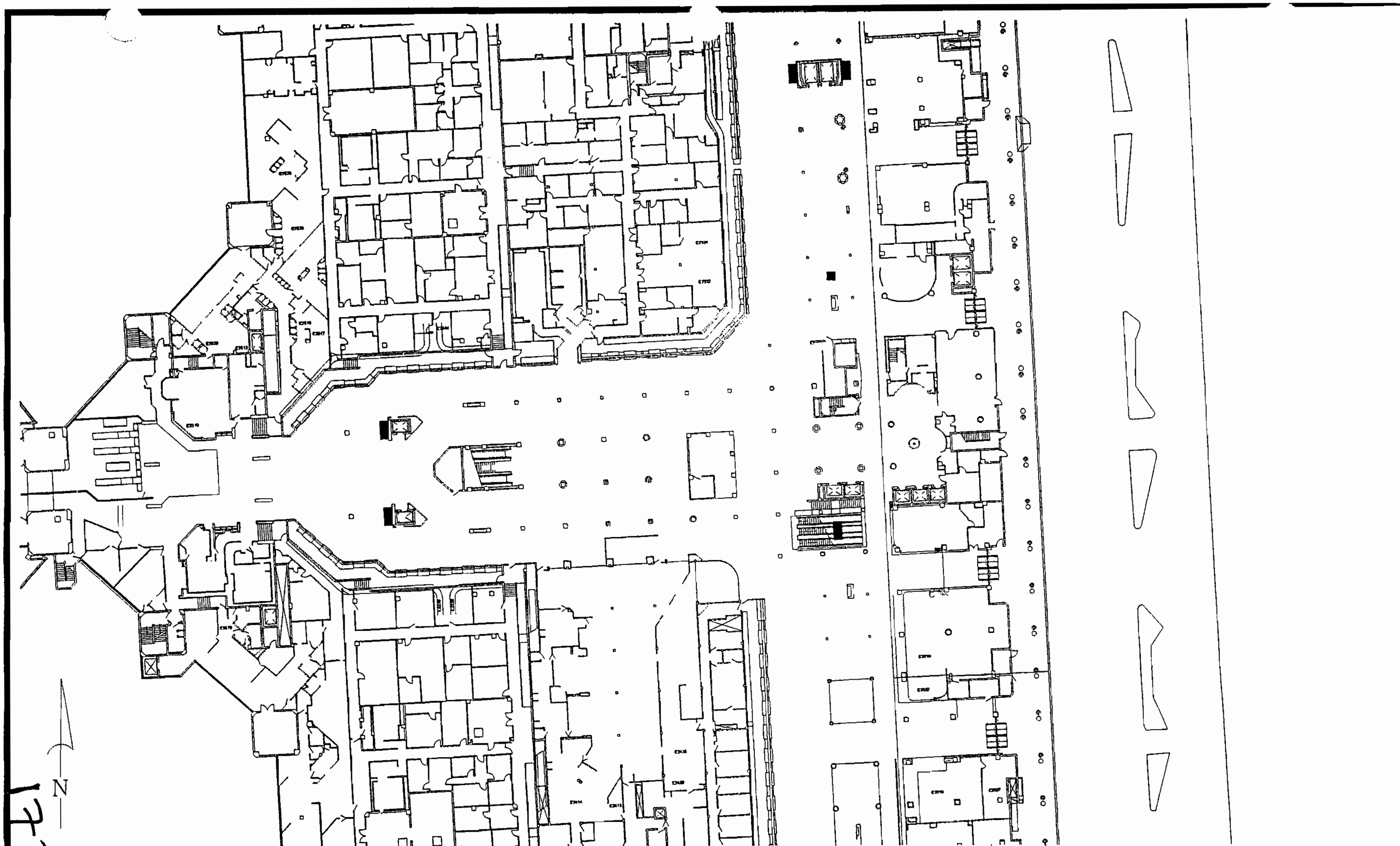
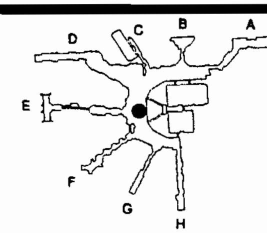


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL E
Second Level
OCTOBER 2007



KEY MAP

MIA TECHNICAL SUPPORT DIVISION

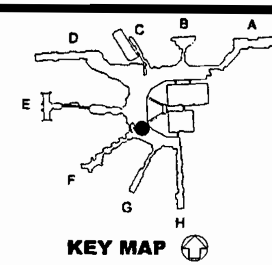
PROJECT FILE 60099
DATE: 10/26/07

EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL F
Second Level
OCTOBER 2007



MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

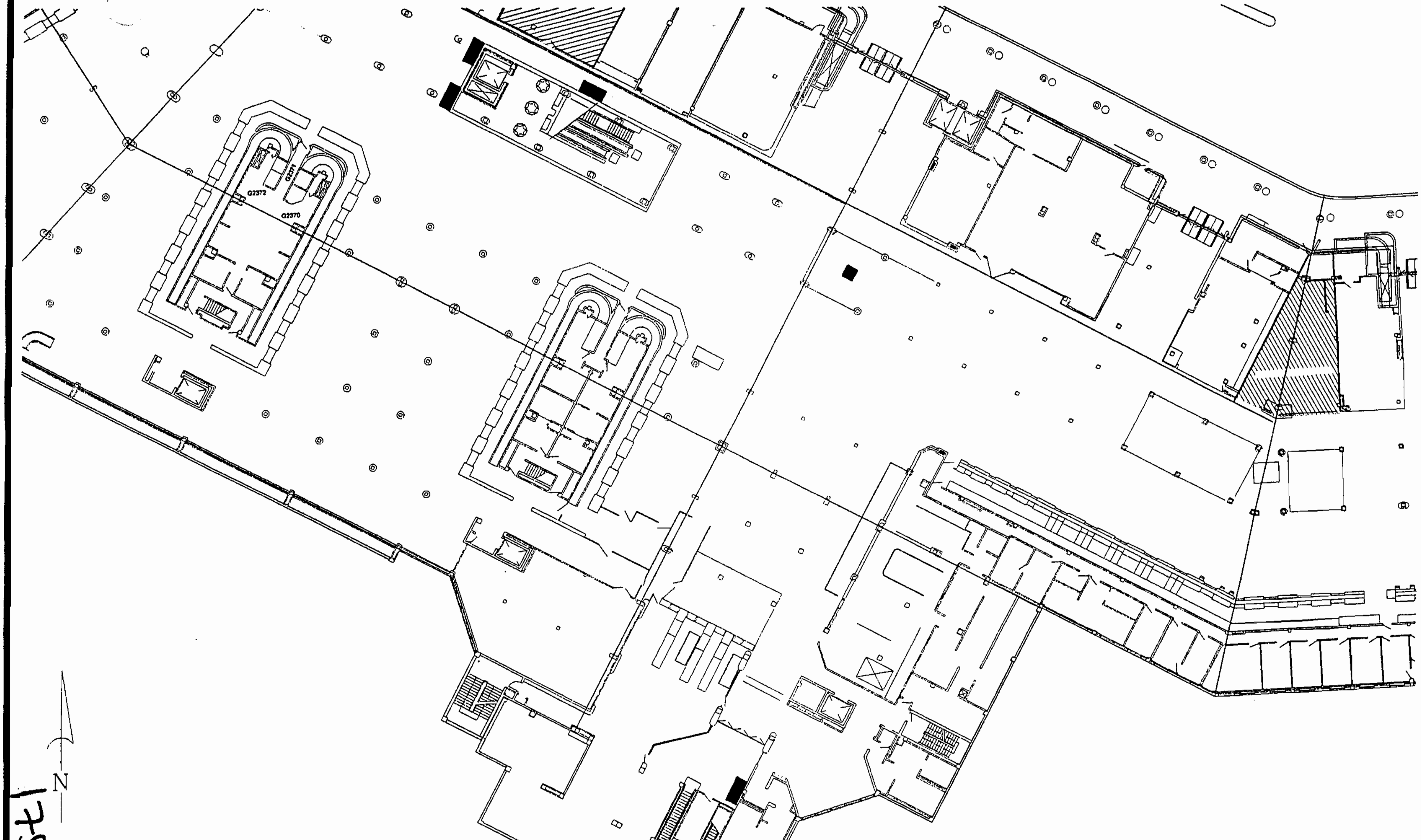


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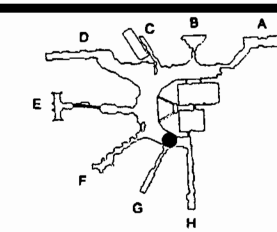
EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL G
Second Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

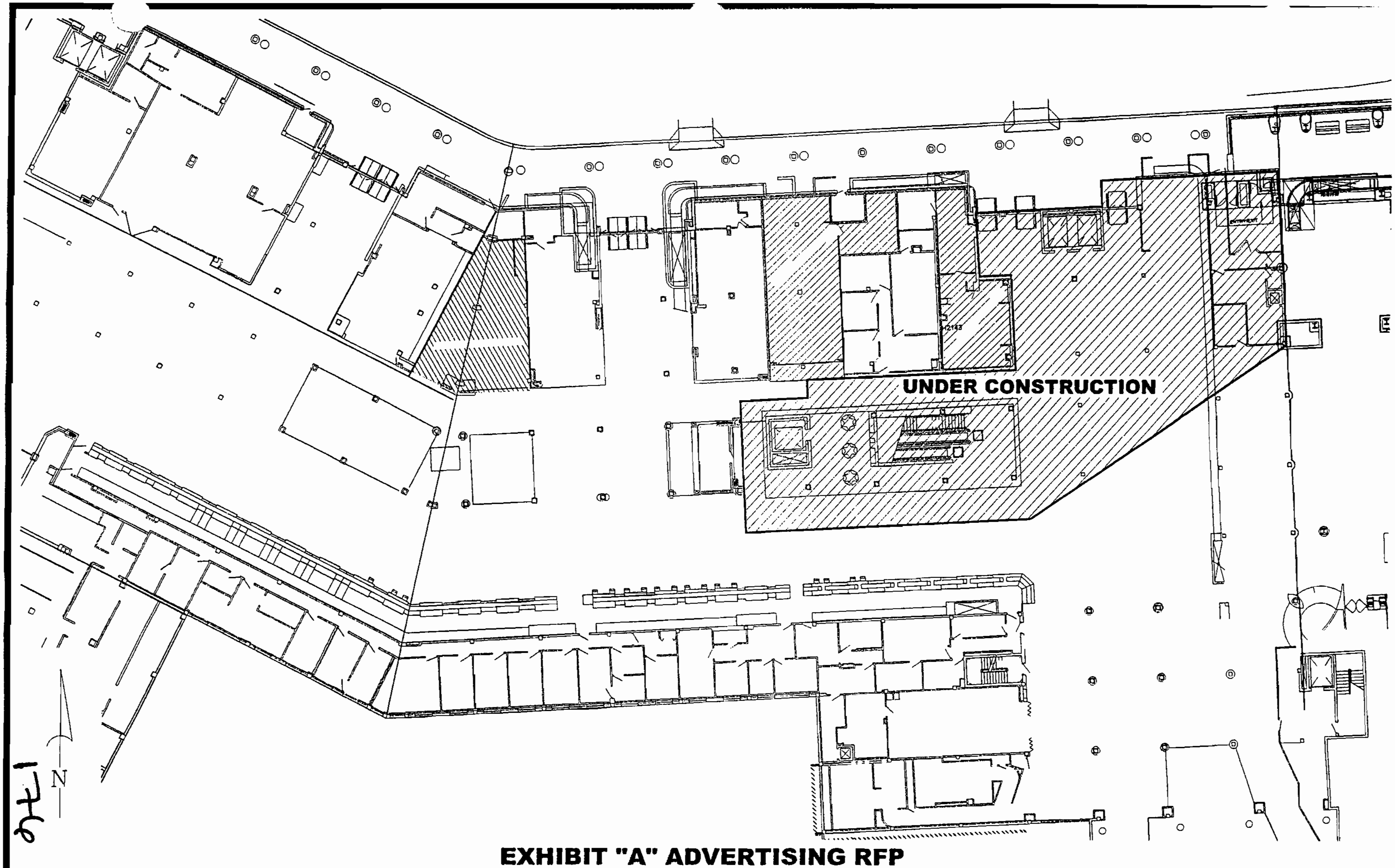
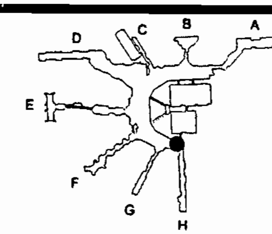


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL H
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

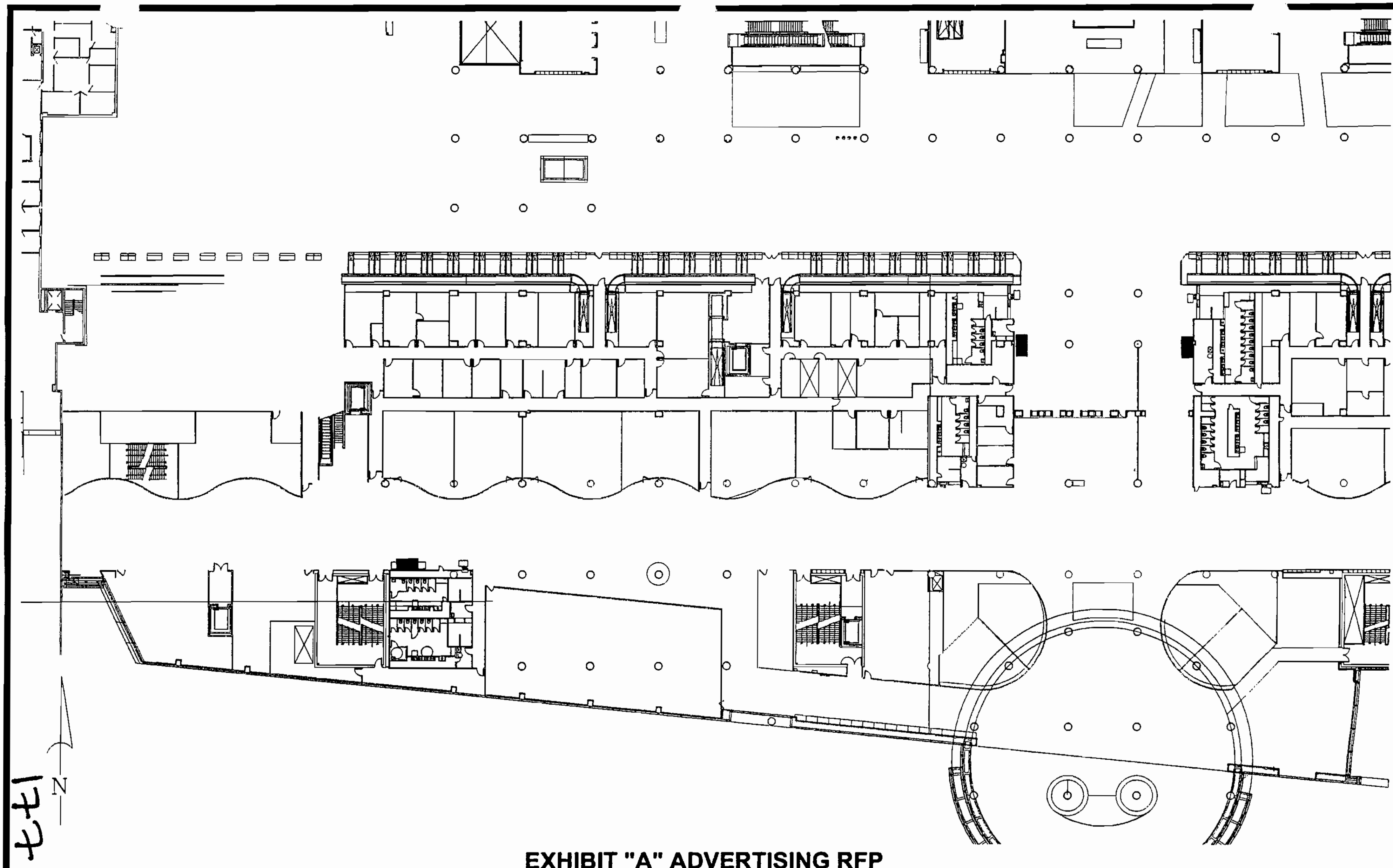
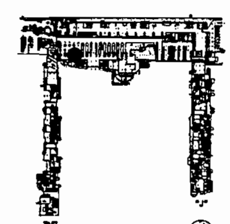


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
SOUTH TERMINAL
Second Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

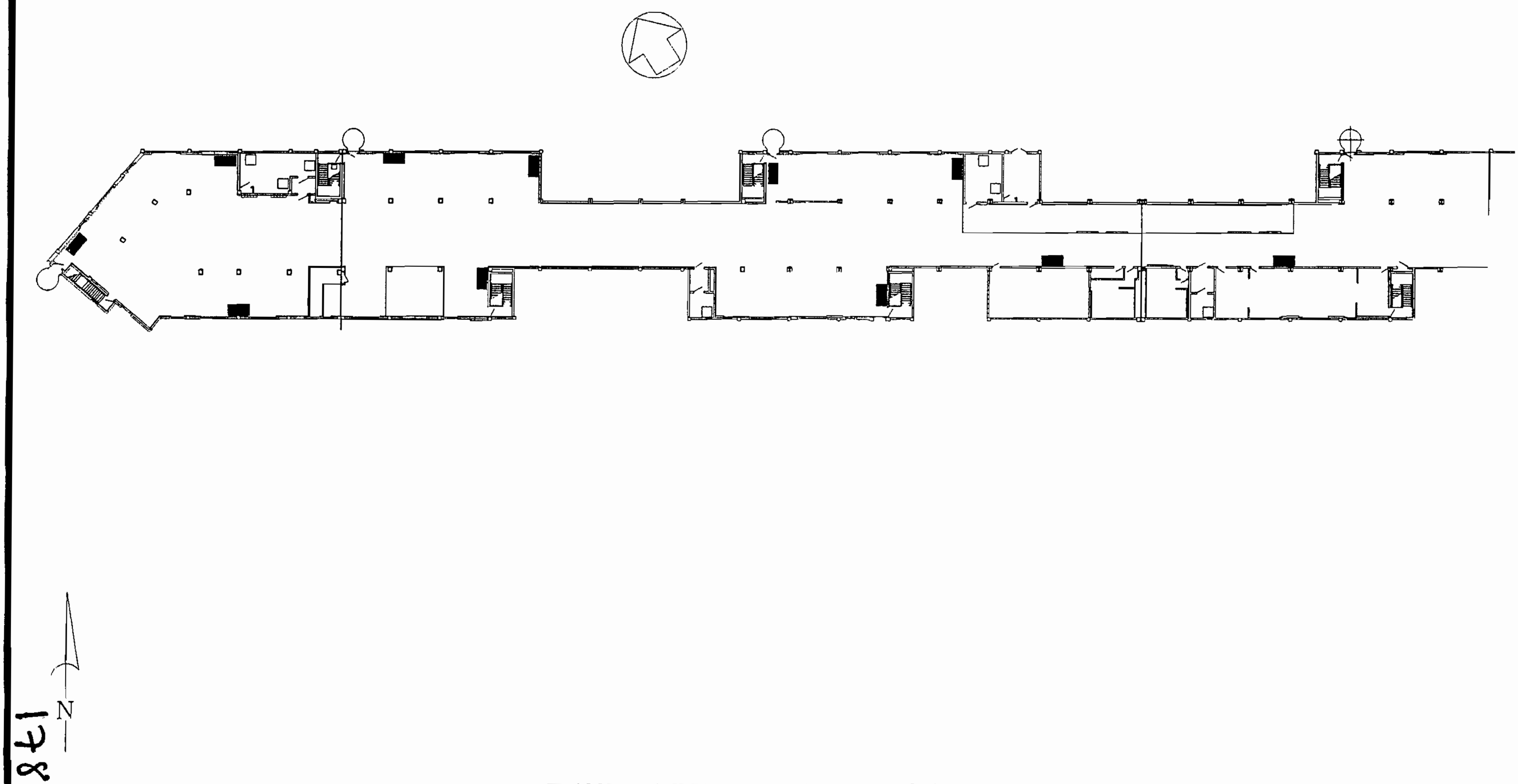
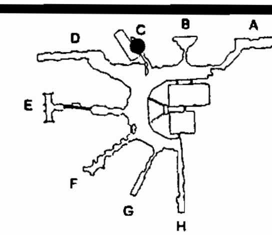


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE C
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

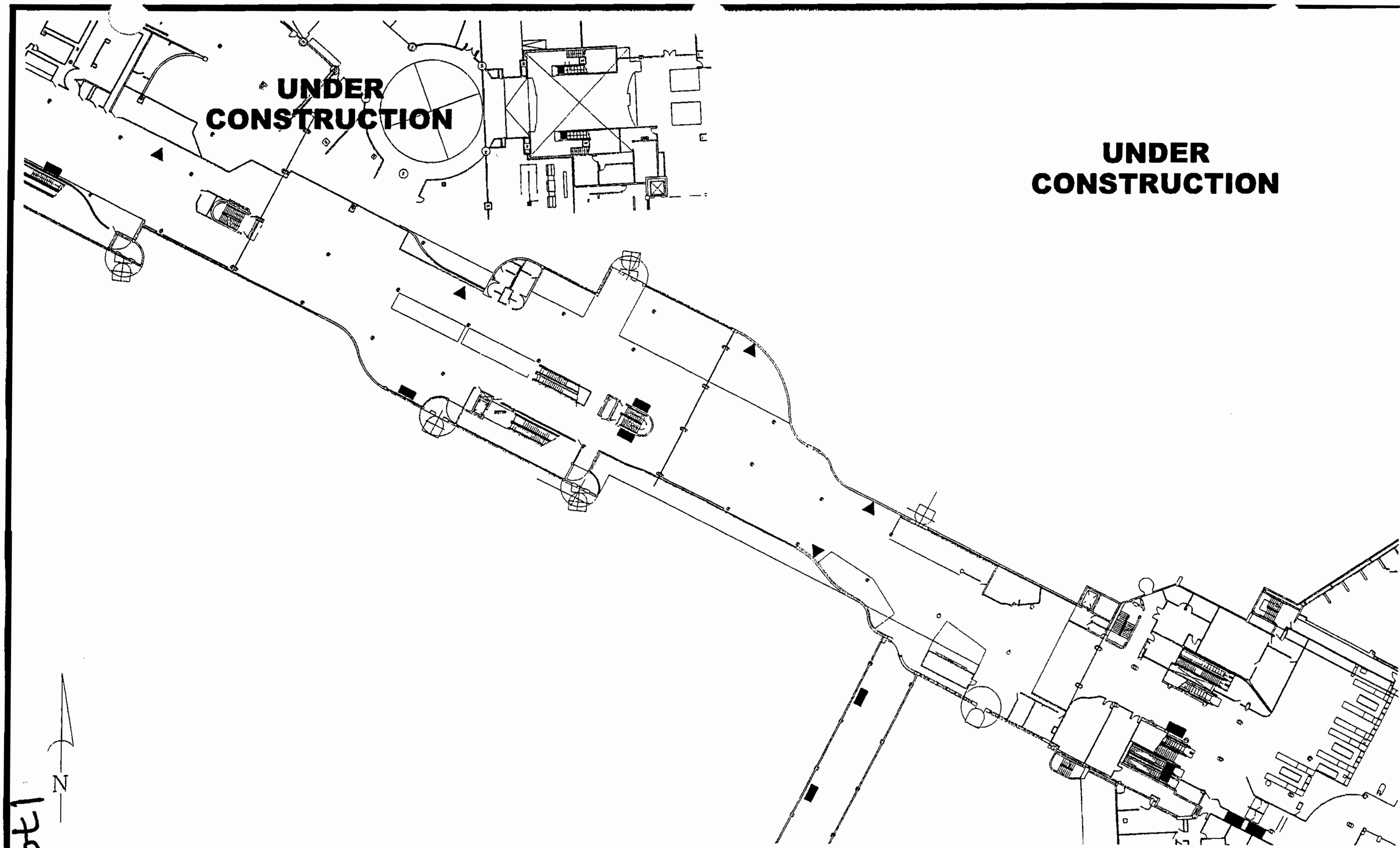
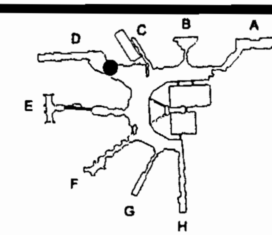


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE D
Second Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

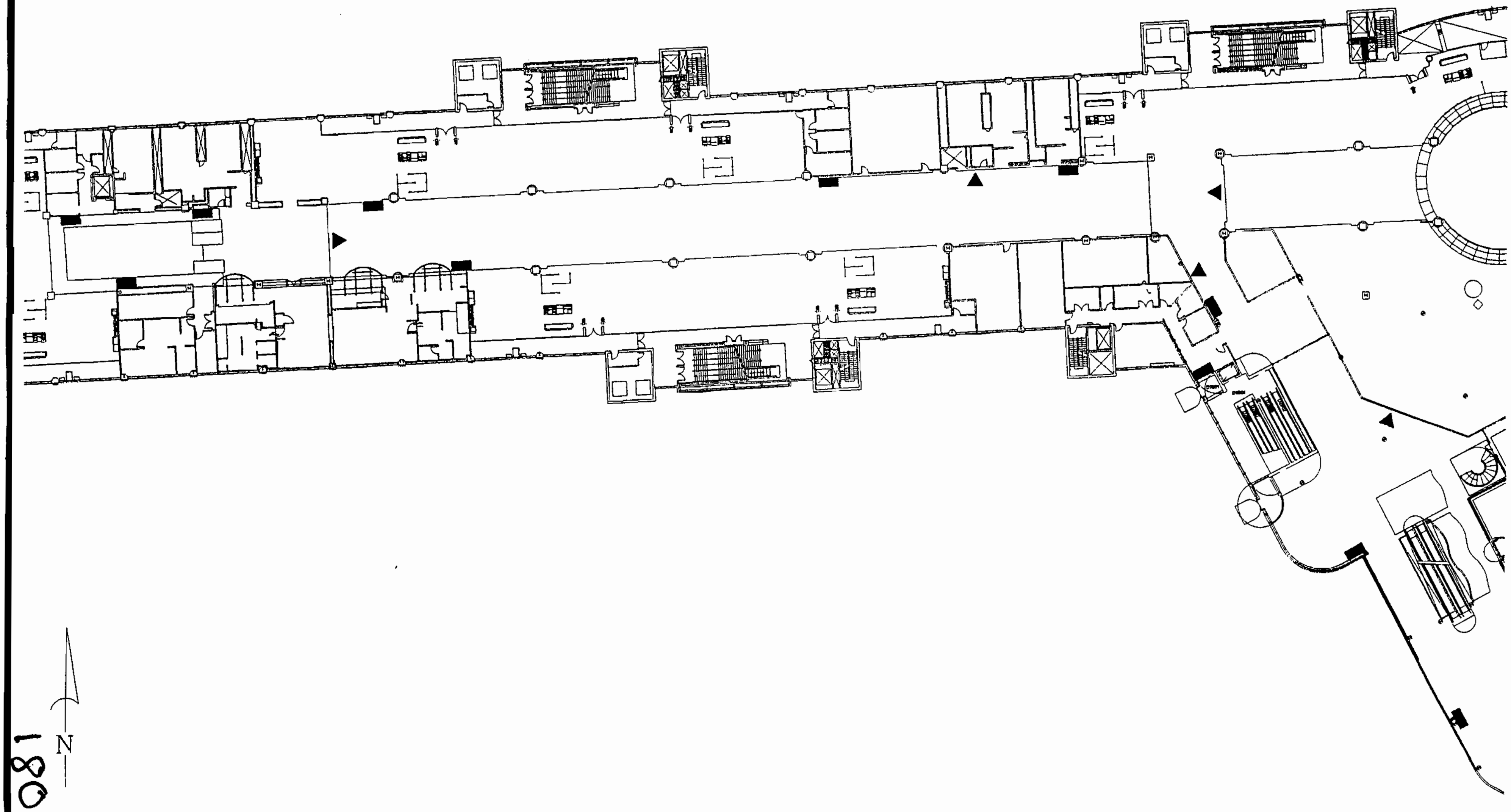
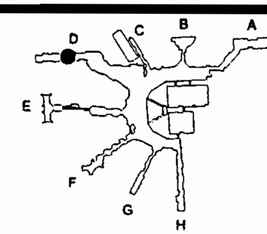


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE D
Second Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

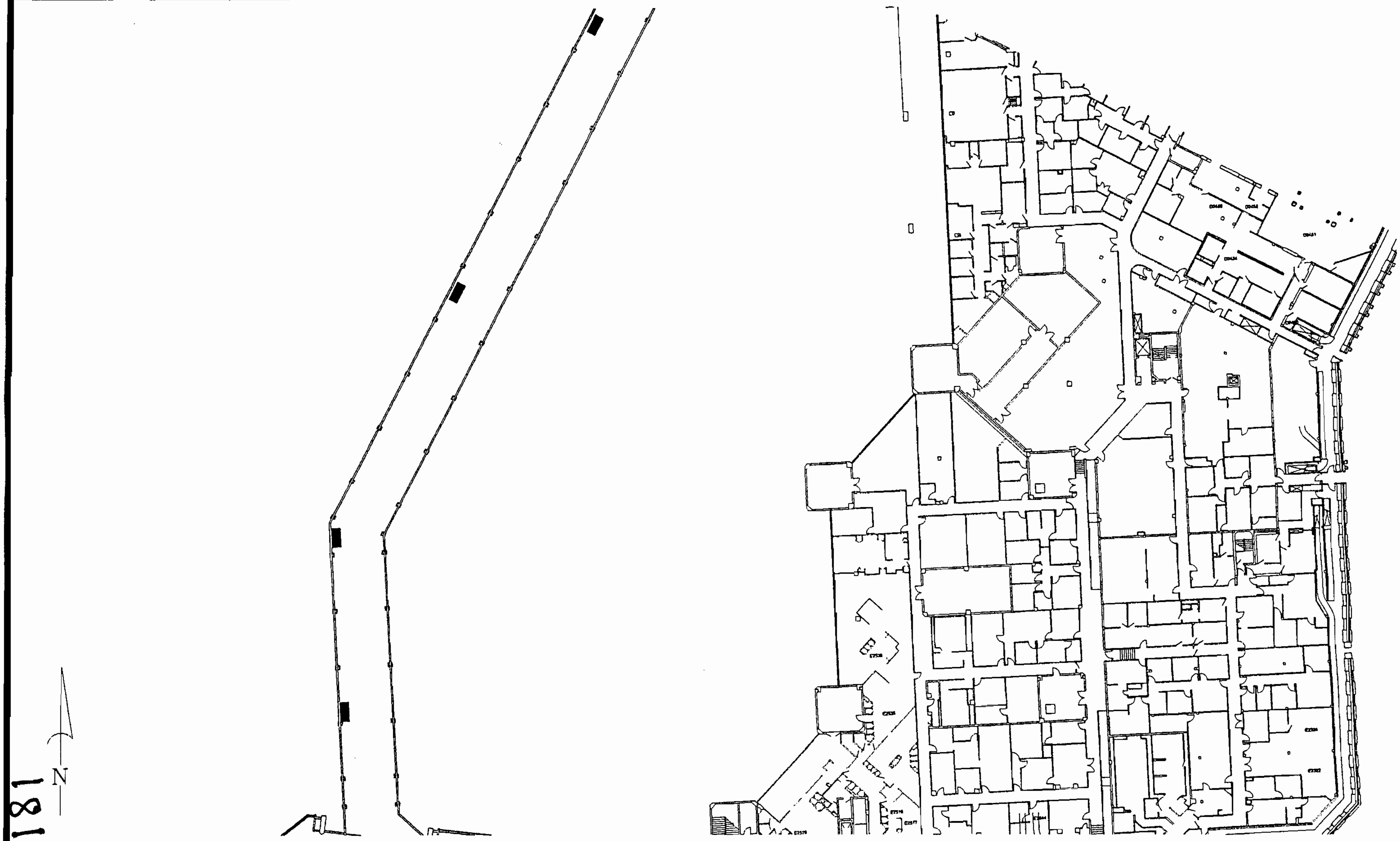


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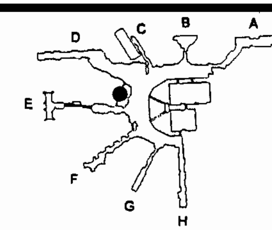
EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONNECTOR D-E
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

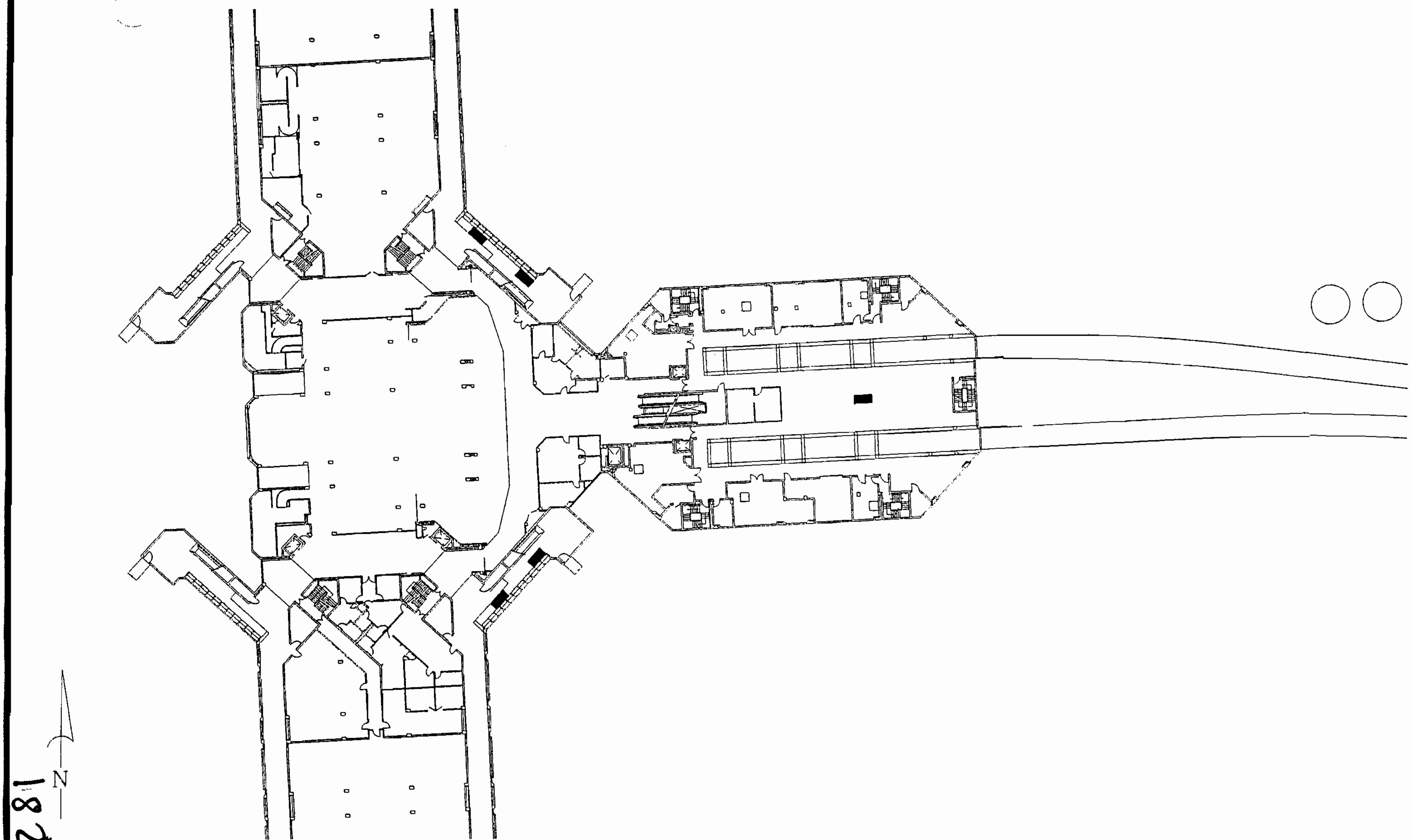
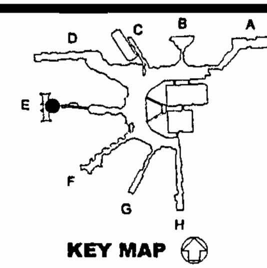


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
SATELLITE E
Second Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

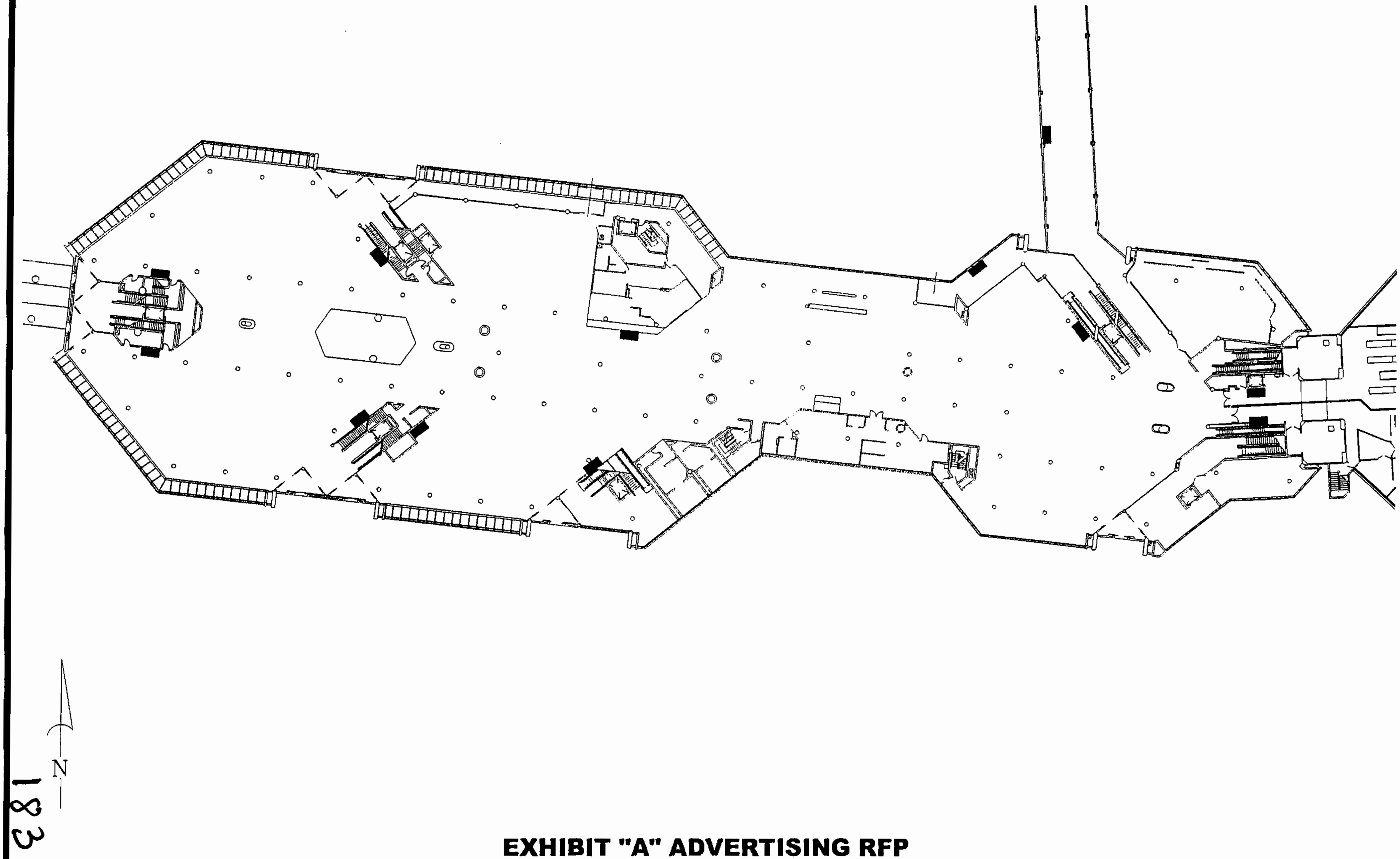
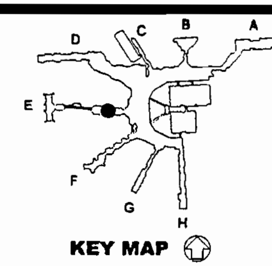


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE E
Second Level
OCTOBER 2007



MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

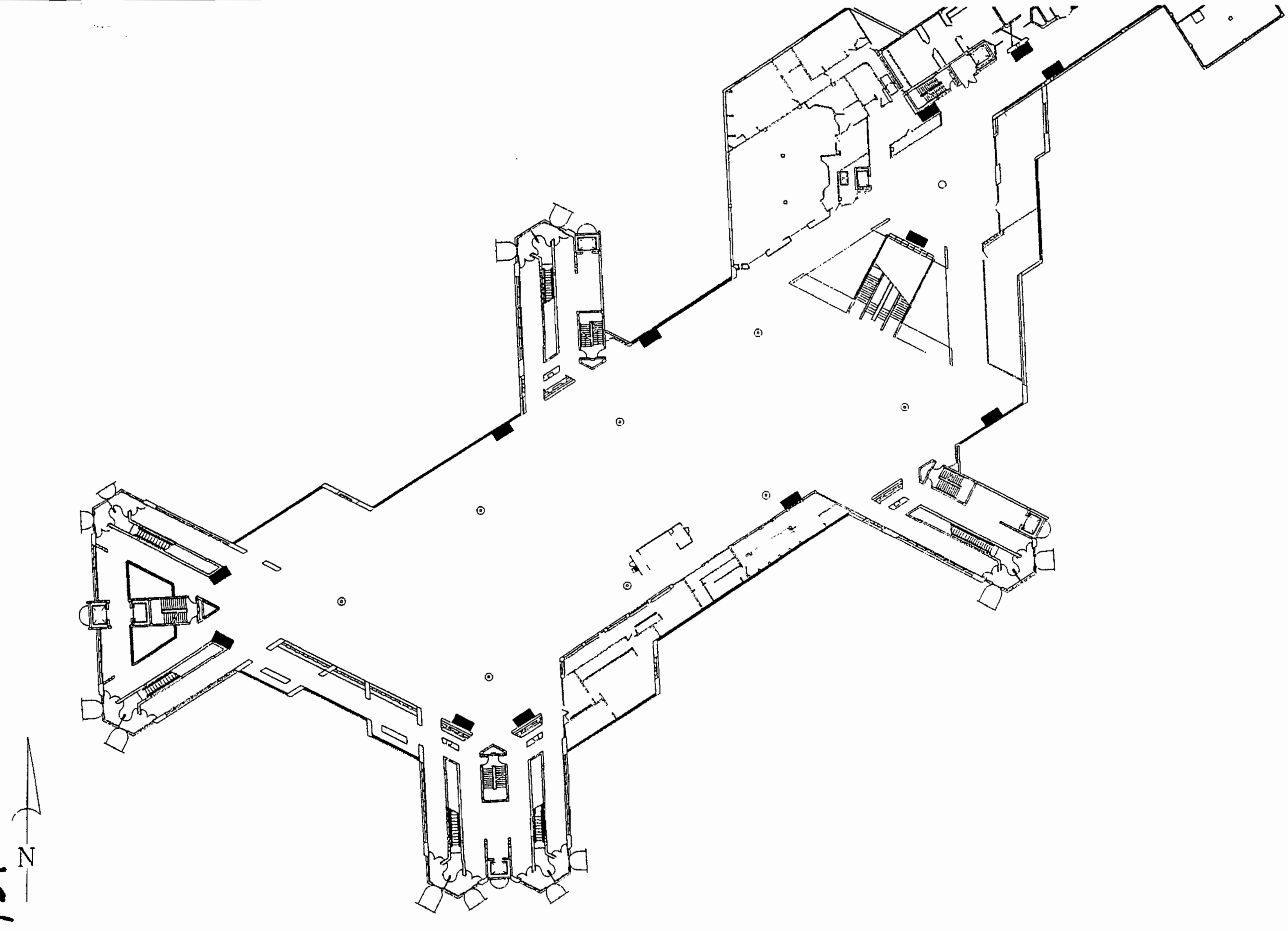
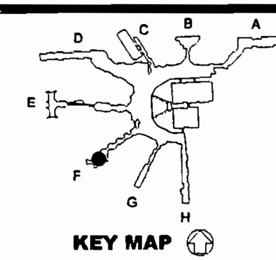


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE F
Second Level
OCTOBER 2007



MIA TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

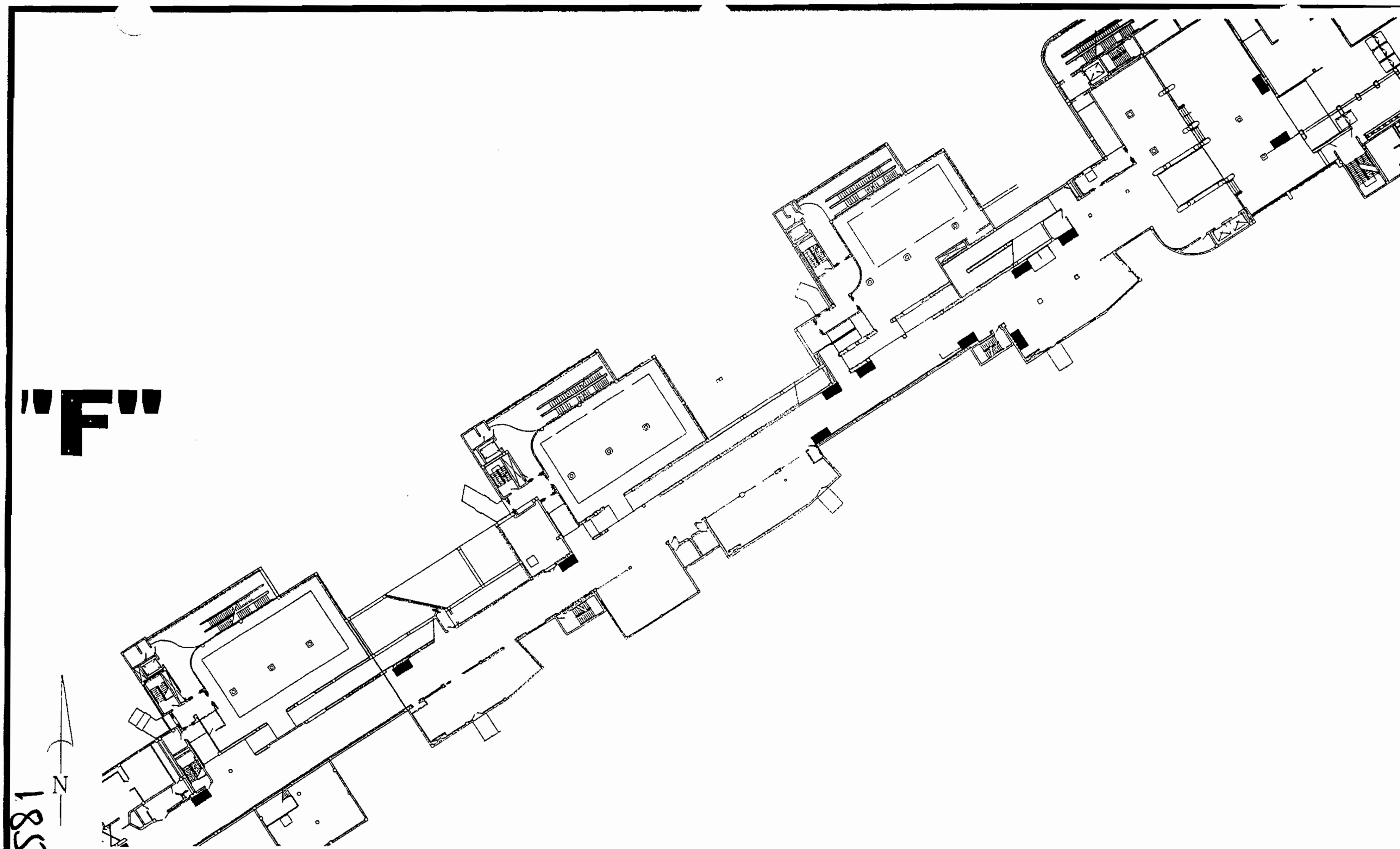
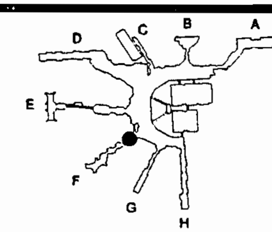


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE F
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

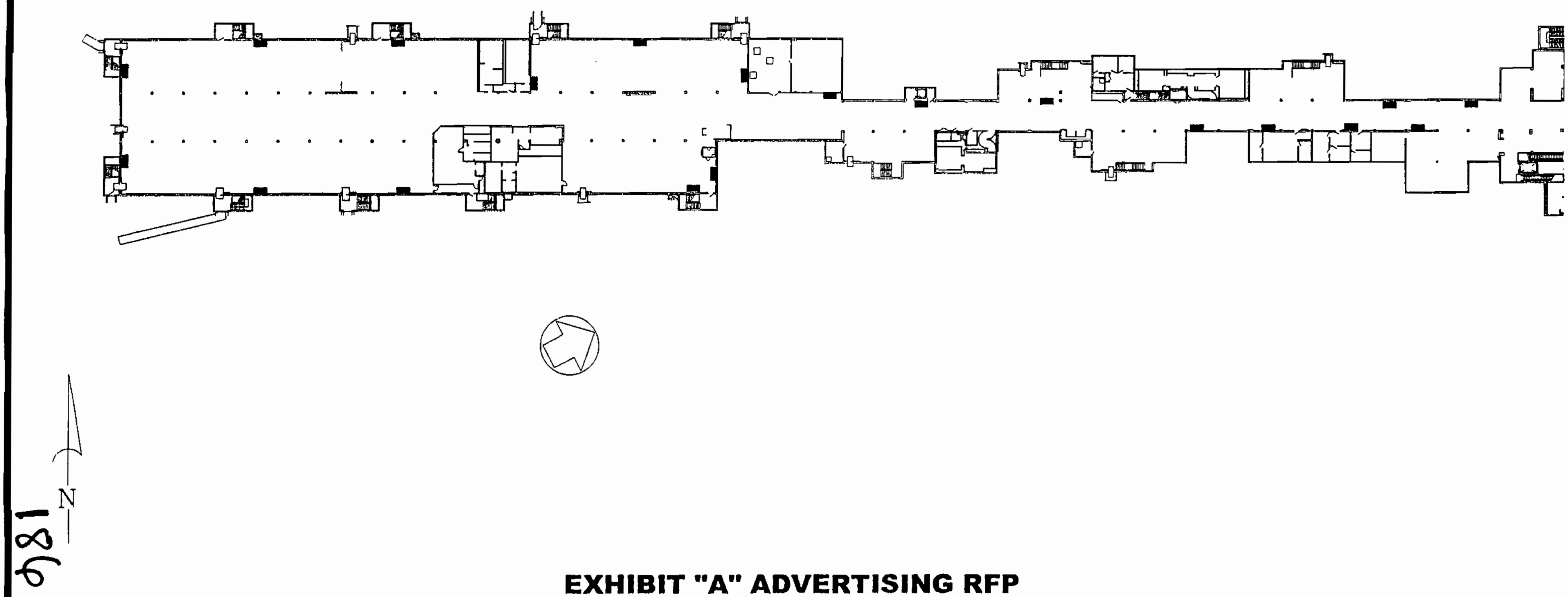
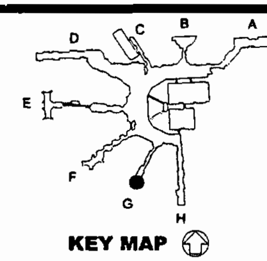


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE G
Second Level
OCTOBER 2007



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MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

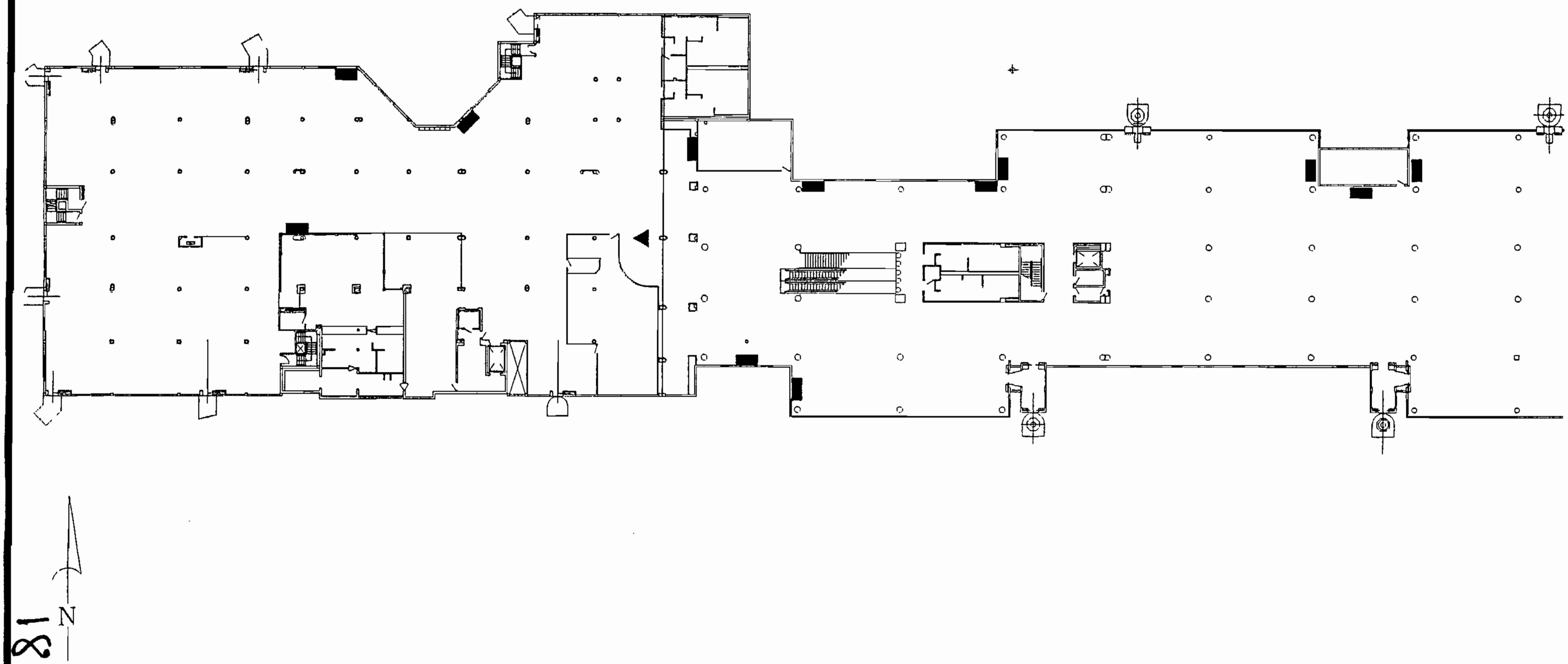

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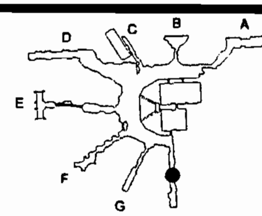
EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE H
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

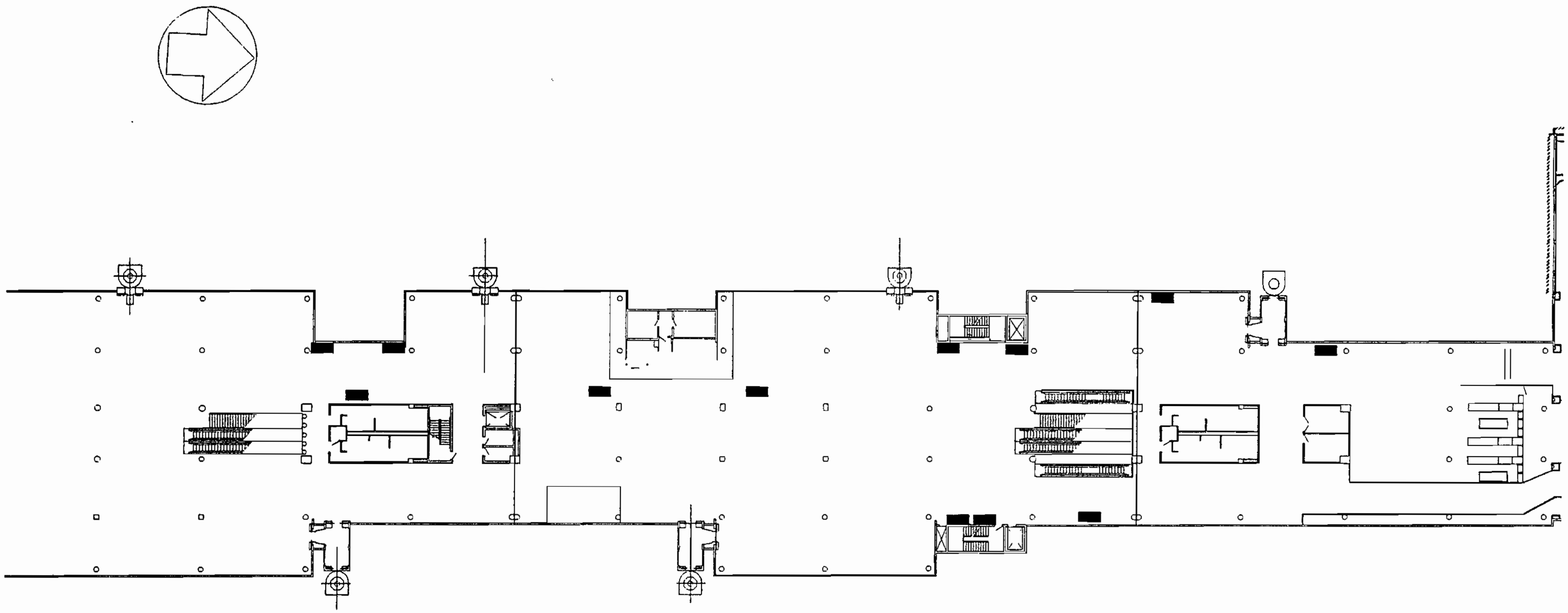


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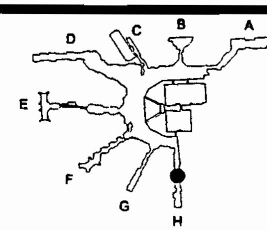
EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE H
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

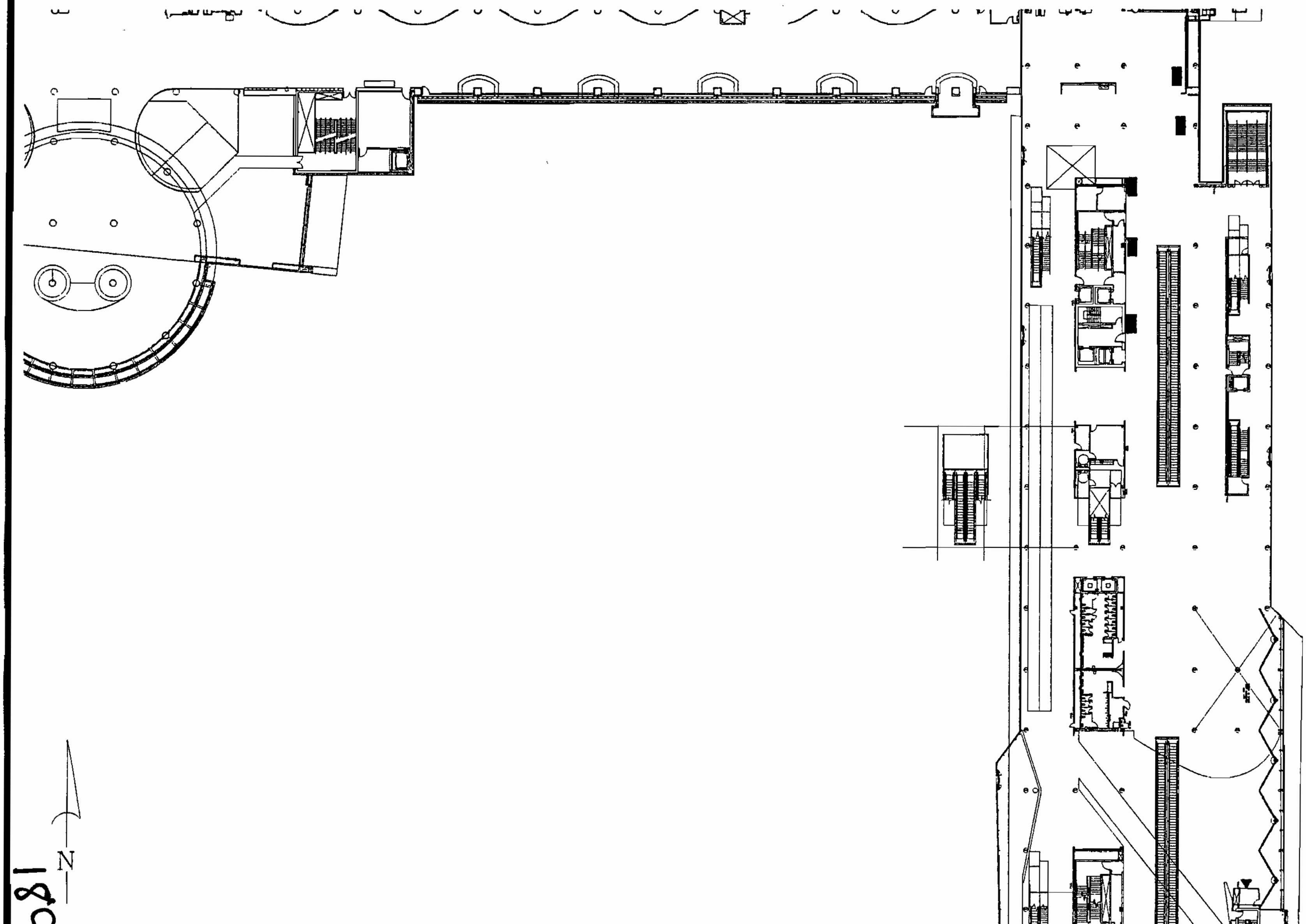
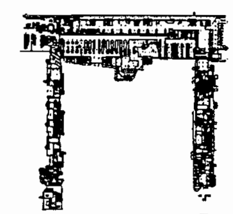


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE J
Second Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

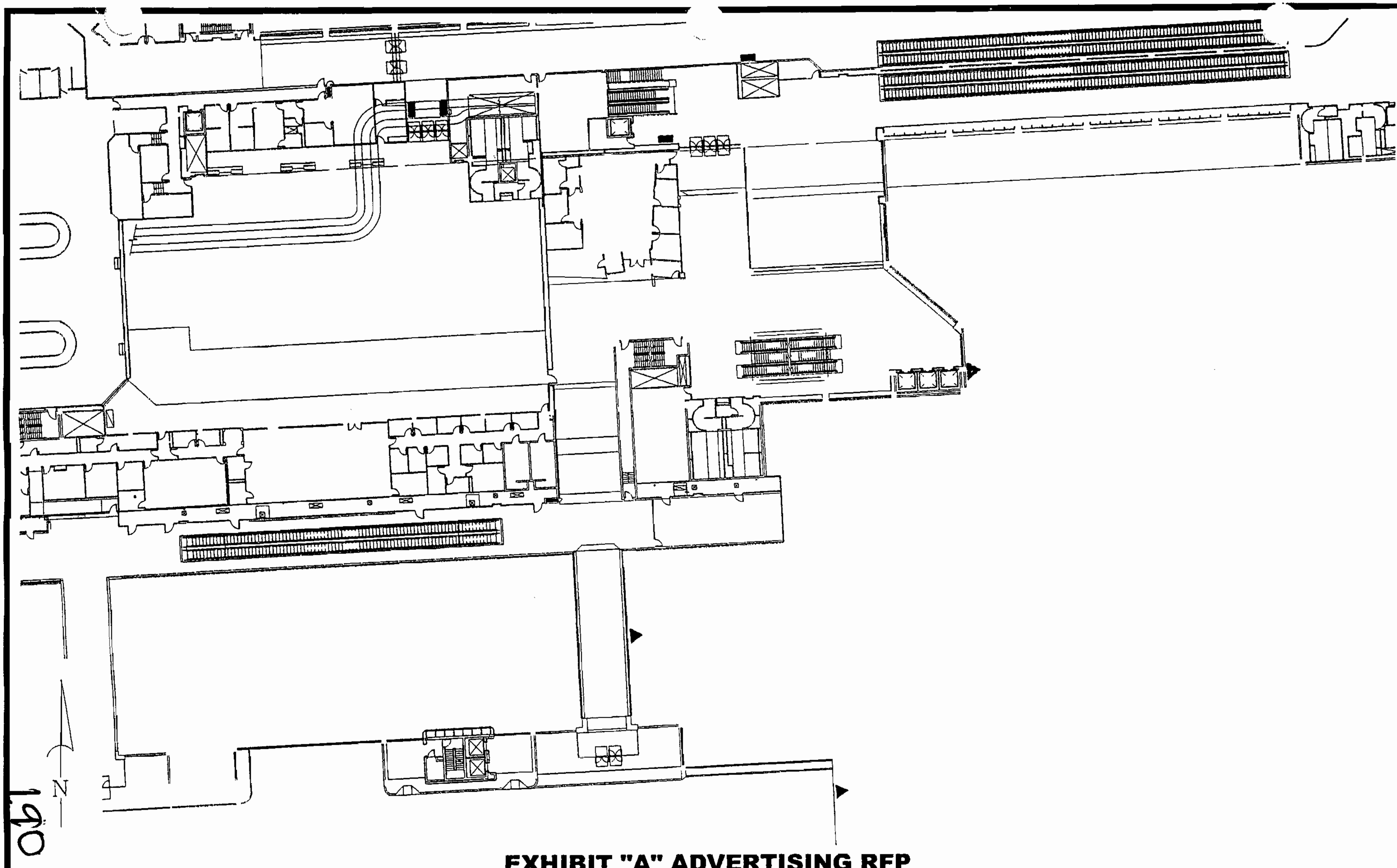
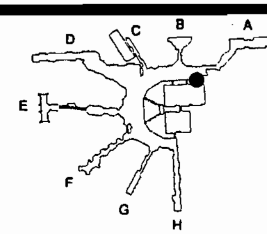


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL A
Third Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

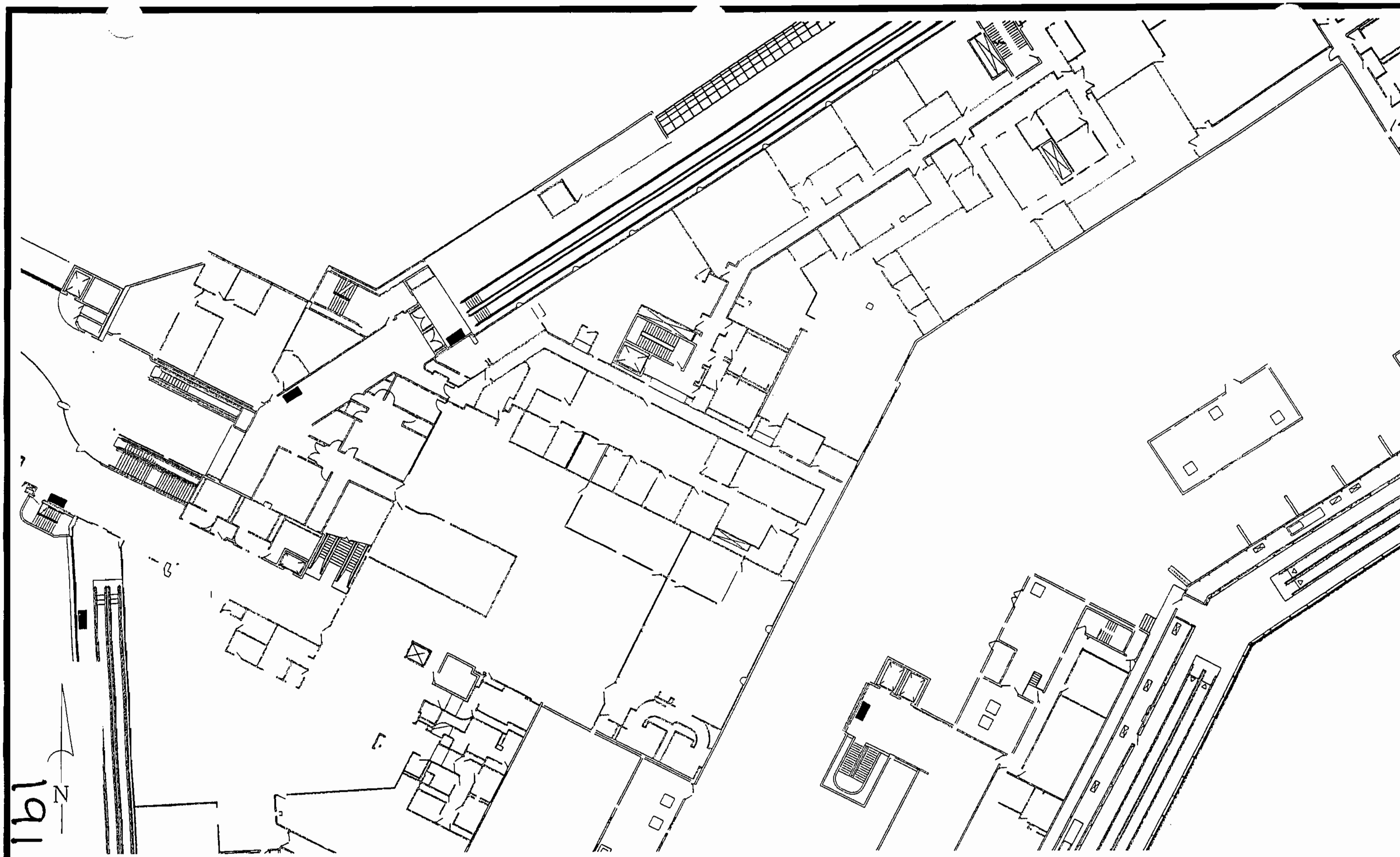
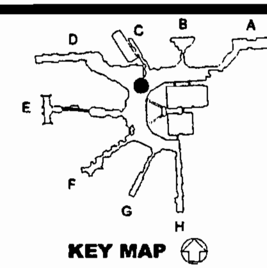


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL D
Third Level
OCTOBER 2007



MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

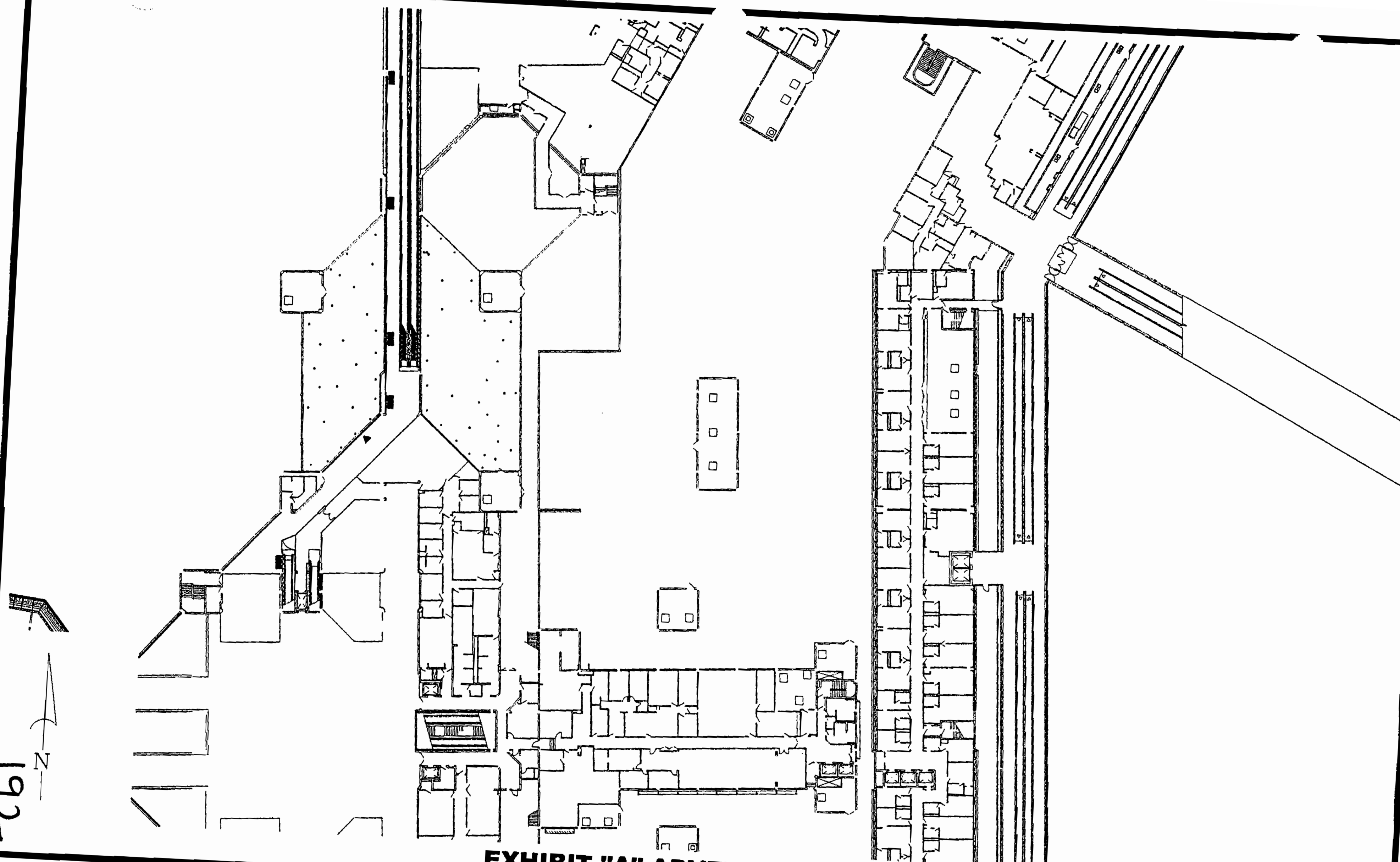


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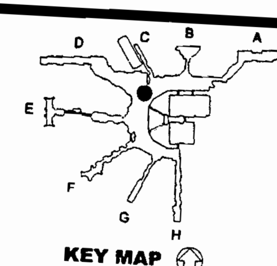
EXHIBIT "A" ADVERTISING RFP

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL E
Third Level
OCTOBER 2007

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS



MIA TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

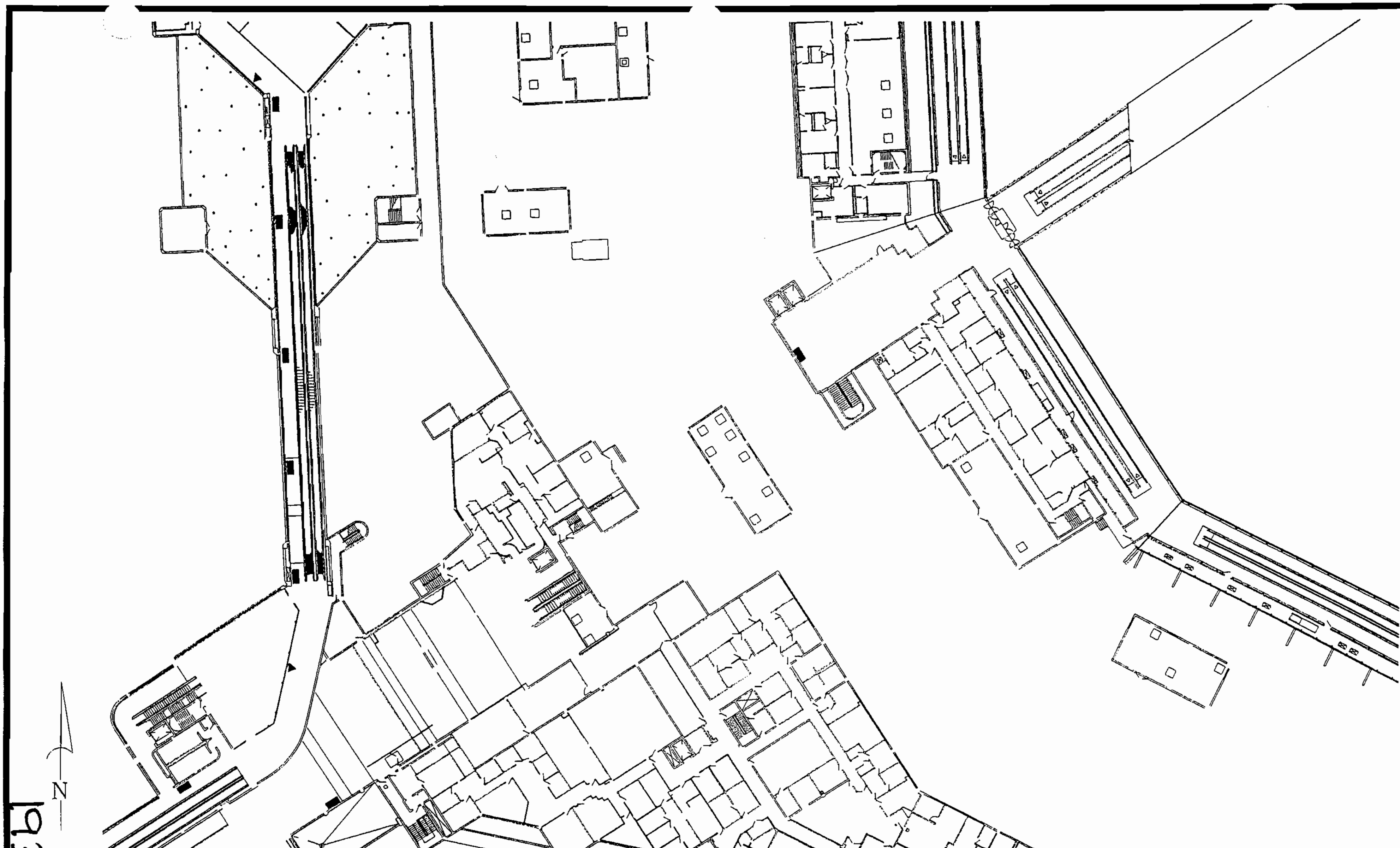
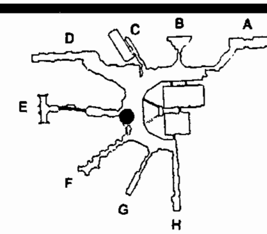


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL E & F
Third Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

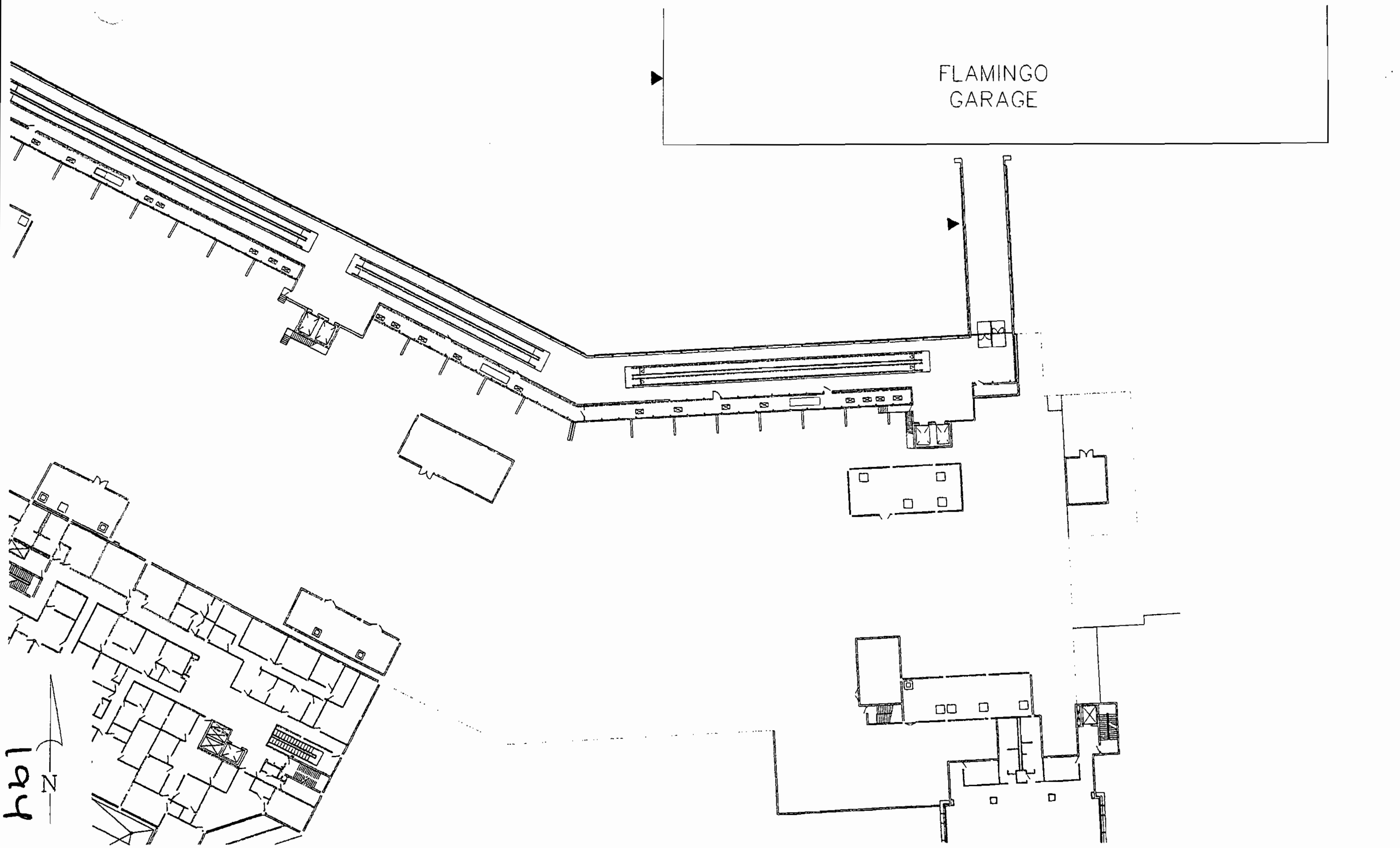
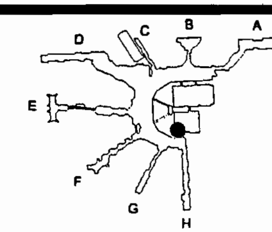


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL H
Third Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

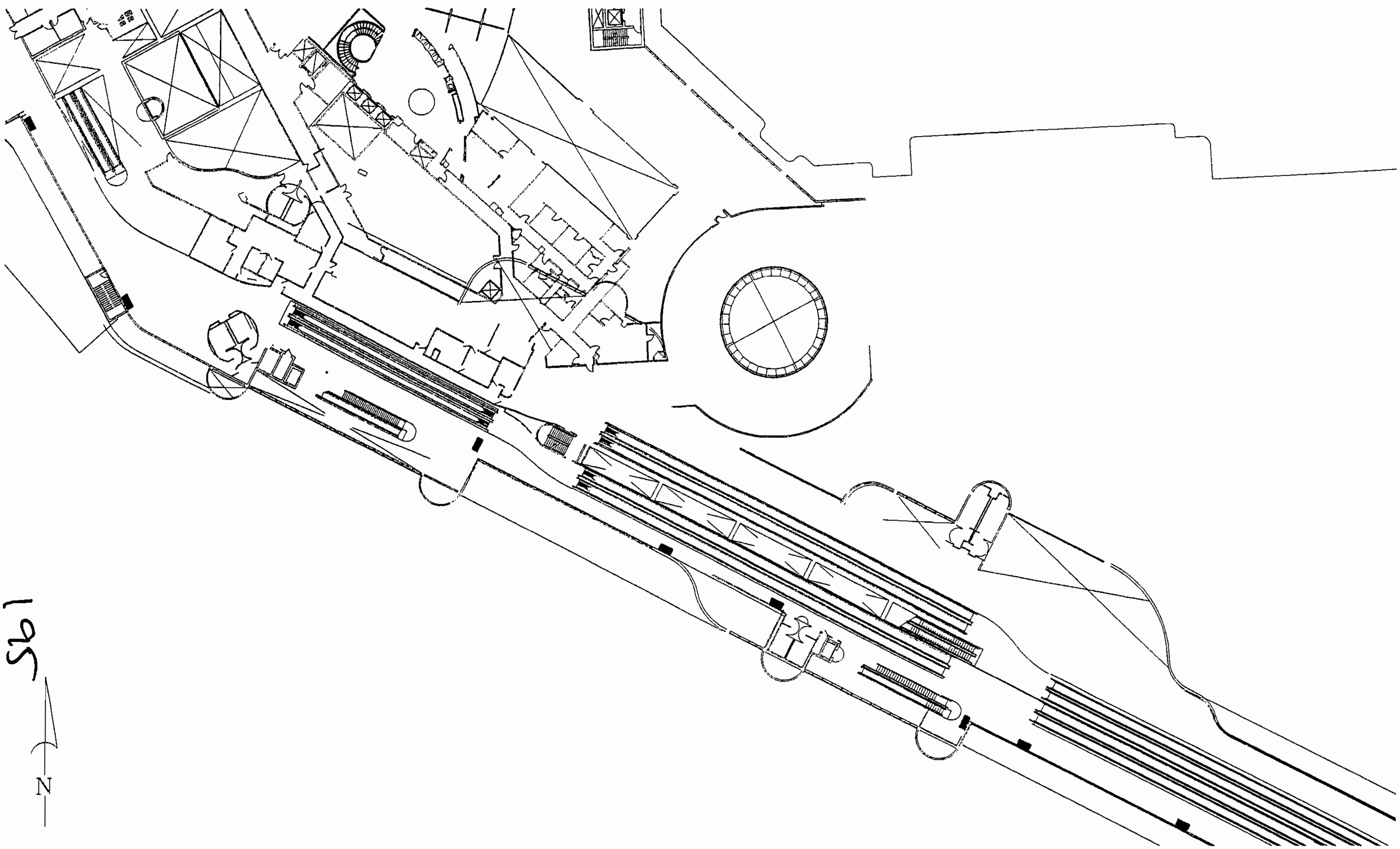
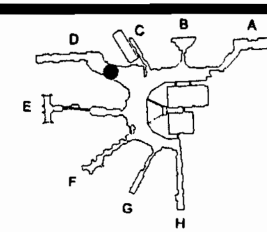


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

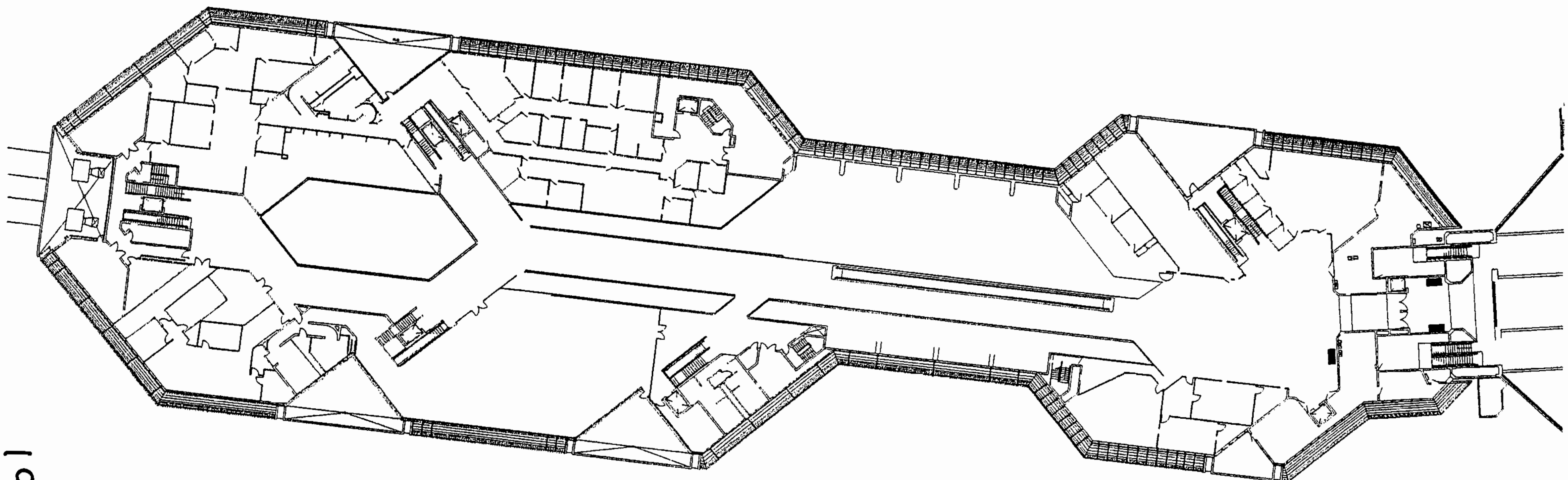
MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE D
Third Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07



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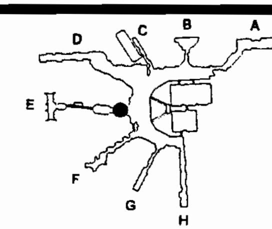
N

EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE E
Third Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

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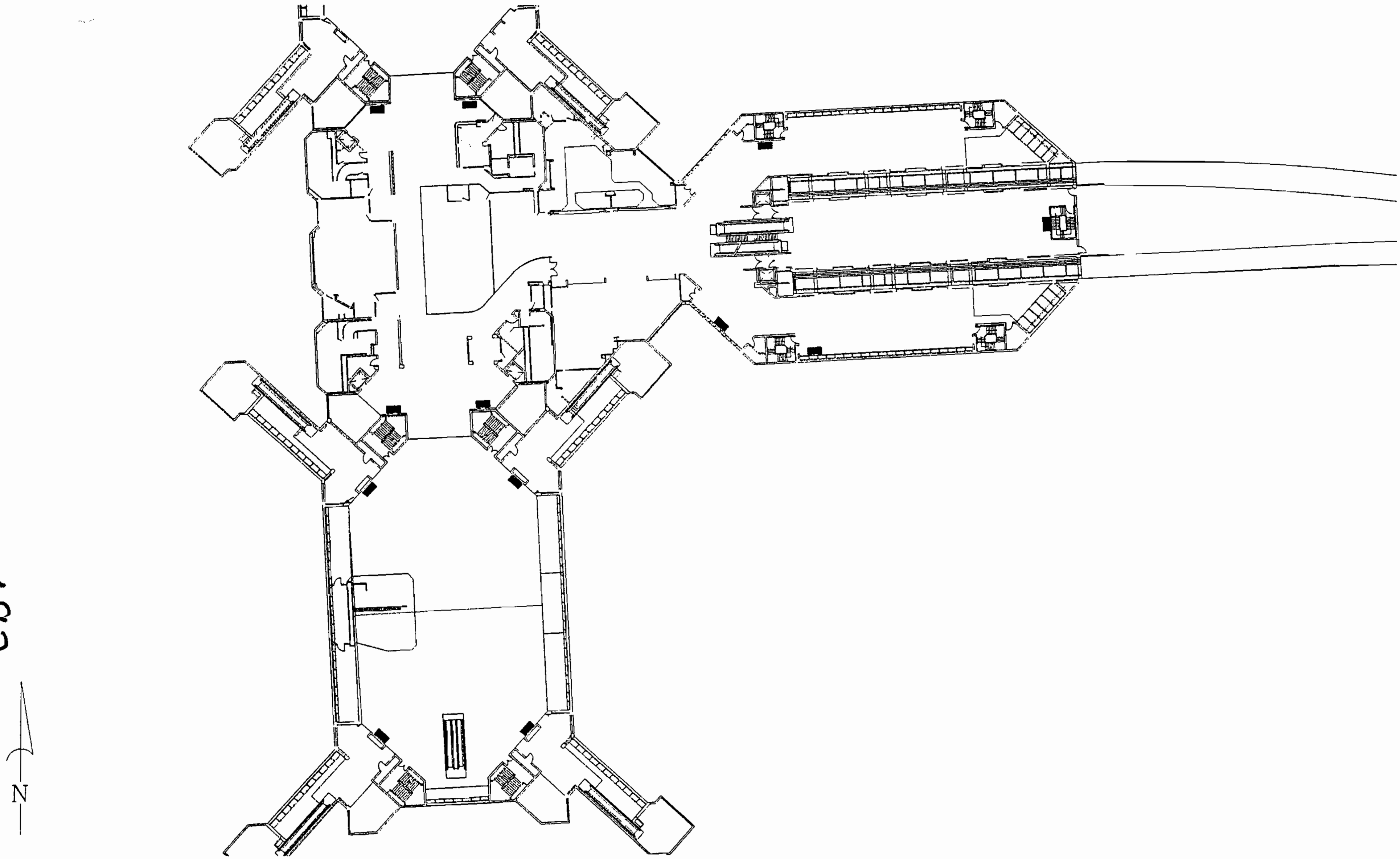
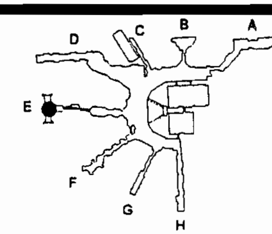


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
SATELLITE E
Third Level
OCTOBER 2007



KEY MAP

MIA
TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

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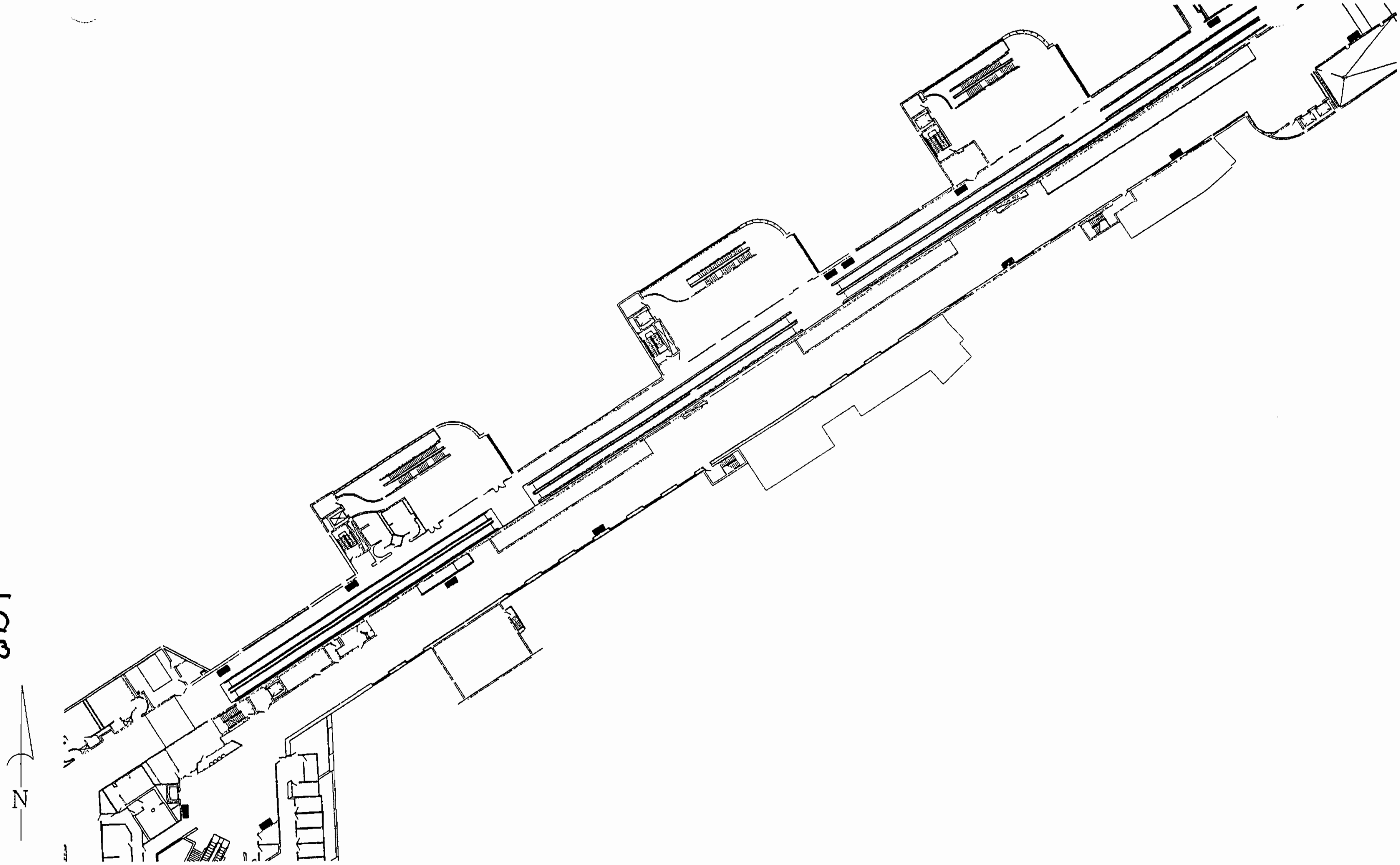
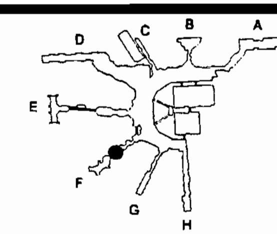


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE F
Third Level
OCTOBER 2007



KEY MAP

TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

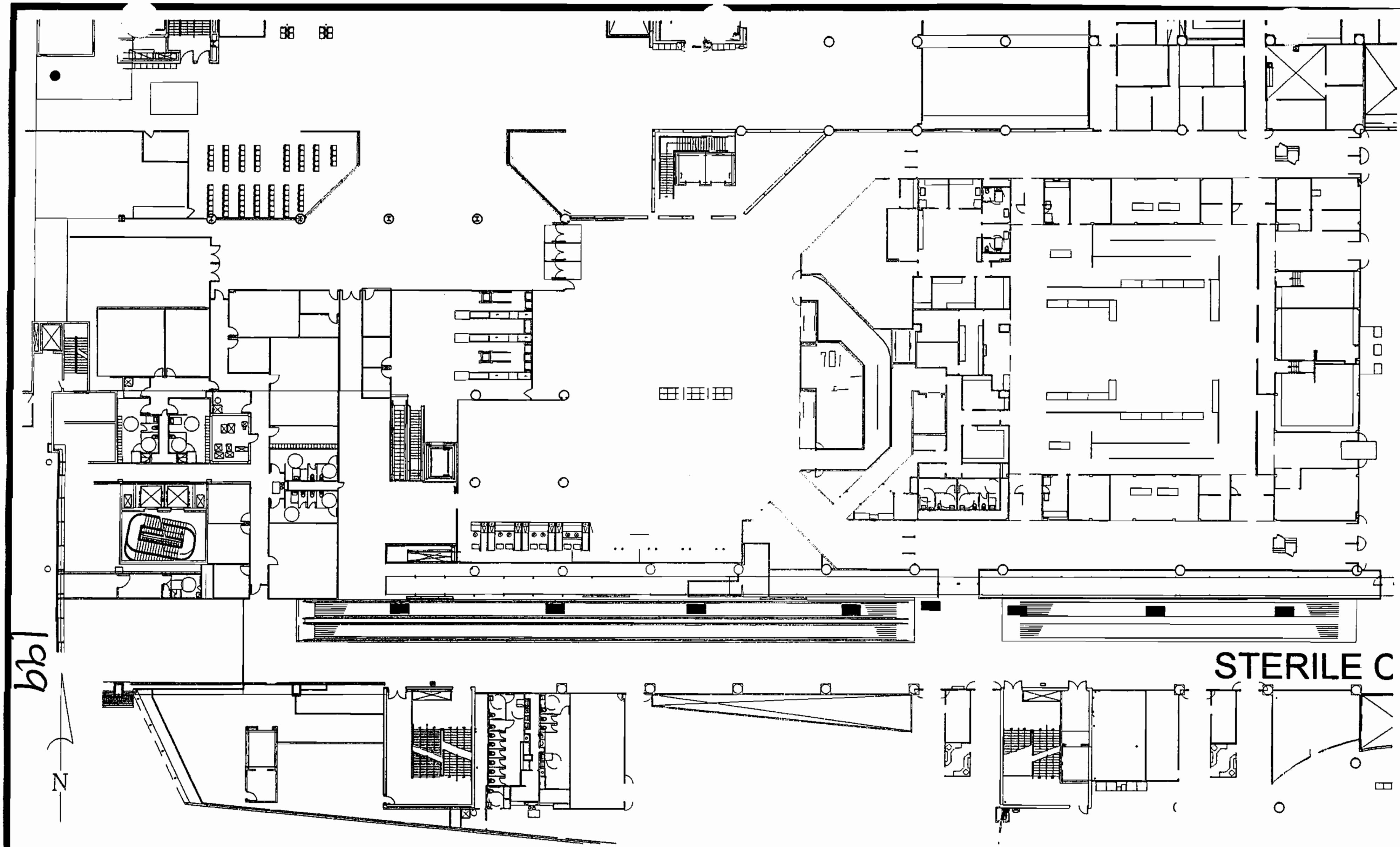
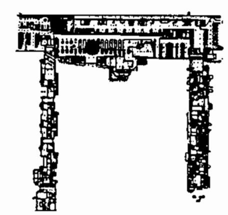


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL J
Third Level
OCTOBER 2007



MIA TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

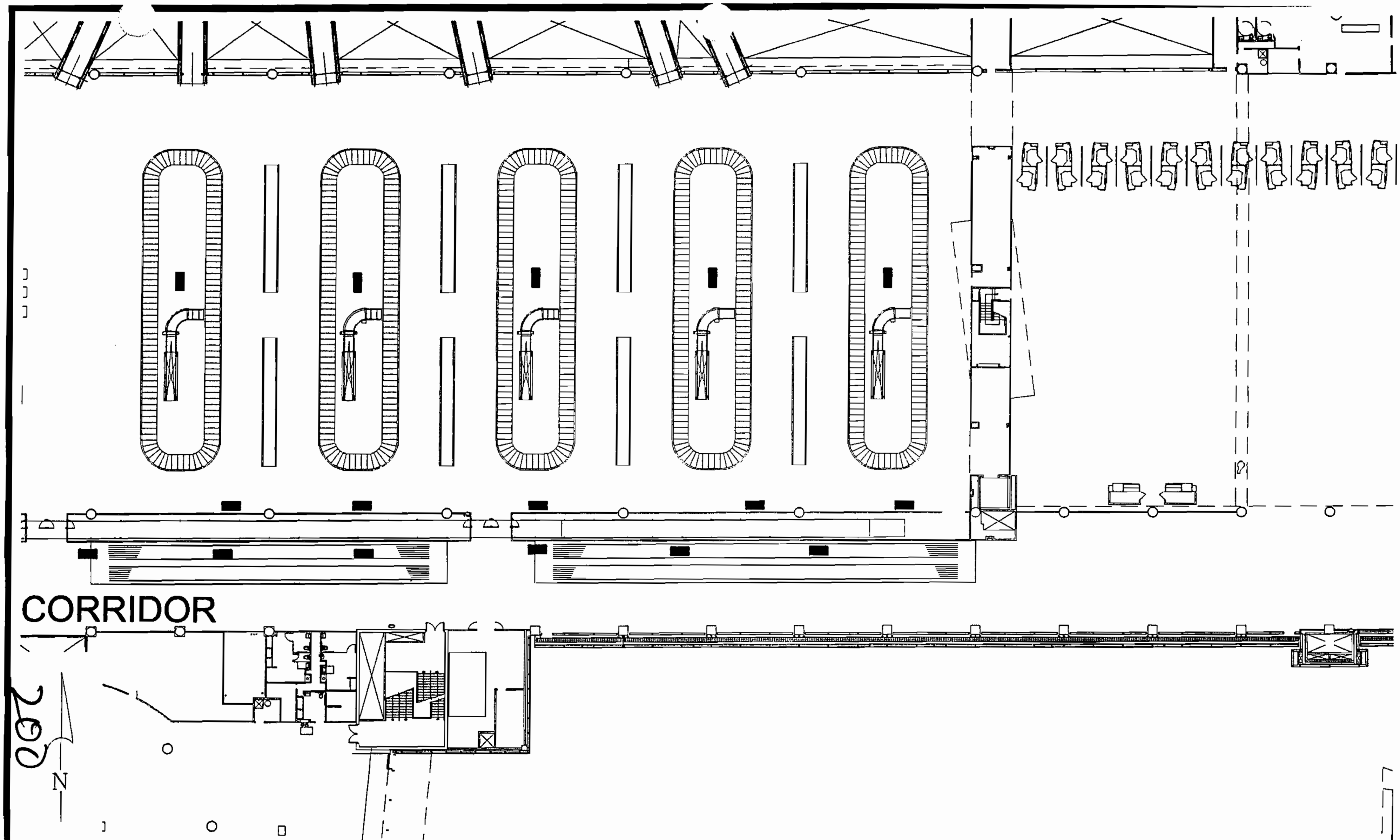
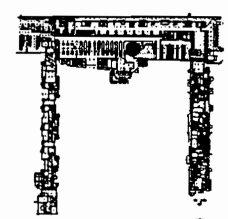


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
TERMINAL J
Third Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

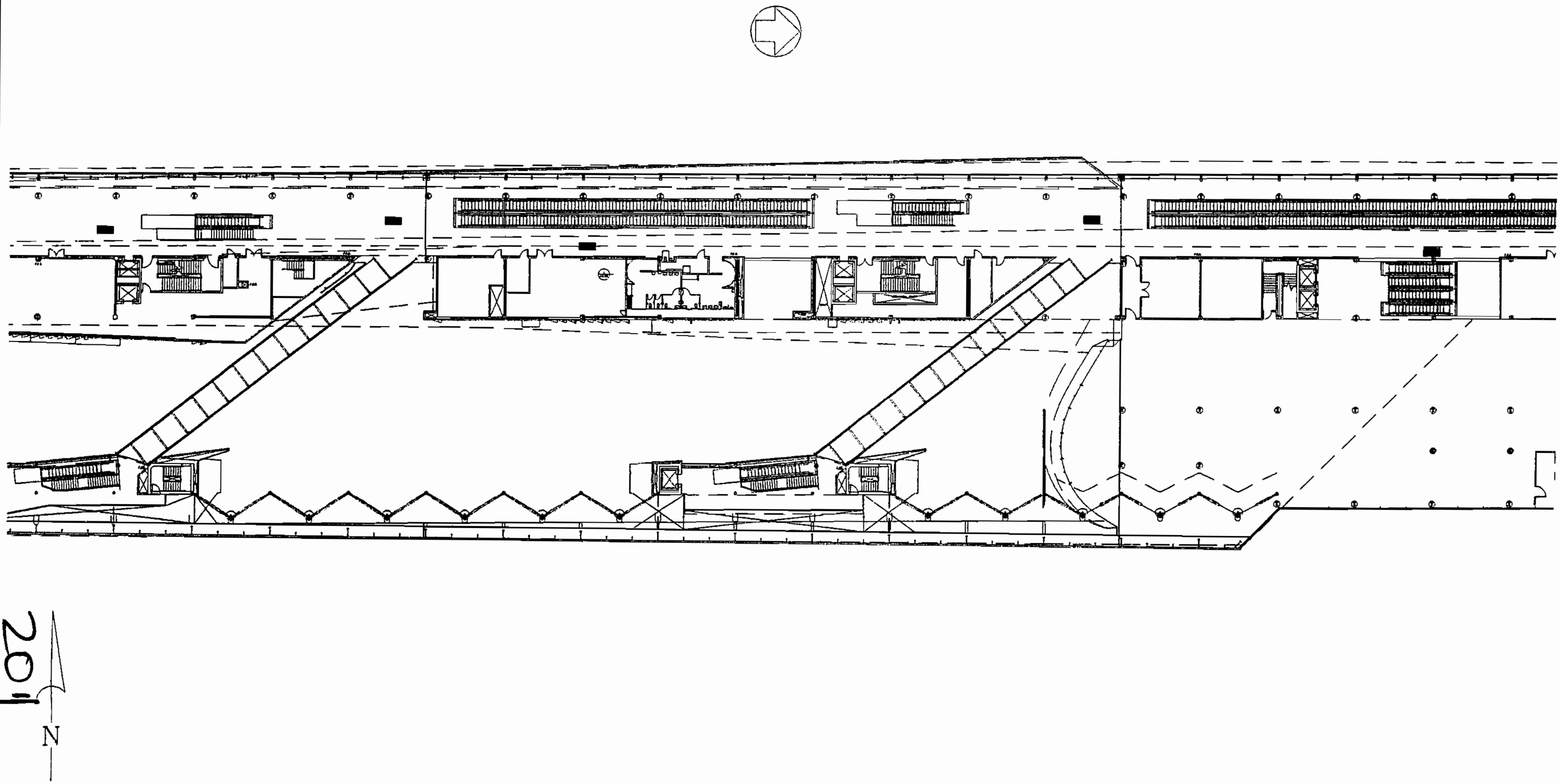
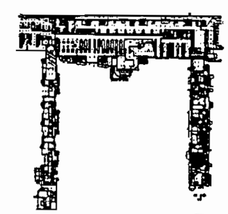


EXHIBIT "A" ADVERTISING RFP

LEGEND

- BACKLITS
- FLOOR EXHIBITS
- HOTEL RESERVATION BOARD
- WRAPS

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
ADVERTISING LOCATIONS
CONCOURSE J
Third Level
OCTOBER 2007



TECHNICAL SUPPORT DIVISION

PROJECT FILE 60099
DATE: 10/26/07

EXHIBIT A1

SUMMARY OF INVENTORY

MIAMI INTERNATIONAL AIRPORT

MIAMI DADE AVIATION DEPARTMENT
ADVERTISING PROGRAM
EXISTING SUMMARY OF INVENTORY *
(Including South Terminal)

BACKLITS (62 X43)	196 units
BAG DECK BACKLIT	20 units
DBL. BACKLITS (123 X 42)	30 units
BAG DECK DOUBLE BACKLIT (124X44)	4 units
SPECTACULARS (6 X 20)	1 unit
GIANT SPECTACULAR (7 X 11)	13 units
SPECTACULAR (6 X 6)	2 units
CEILING MOUNTED (71 X 29)	6 units
ESCALATOR SPECT. (124 X 44)	3 units
BAGDECK SPECT. (71 X 29)	2 units
WALL WRAPS LOCATIONS (INT)	26 wraps
WALL WRAPS (EXT)	5 wraps
HOTEL RESERVATION BOARDS	10 units
FLOOR EXHIBITS LOCATIONS	1
ADVERTISING BACKLIT ON PHONE BOARDS	

* Locations may vary due to construction

EXHIBIT A2

ADMINISTRATIVE OFFICE AND SUPPORT SPACE

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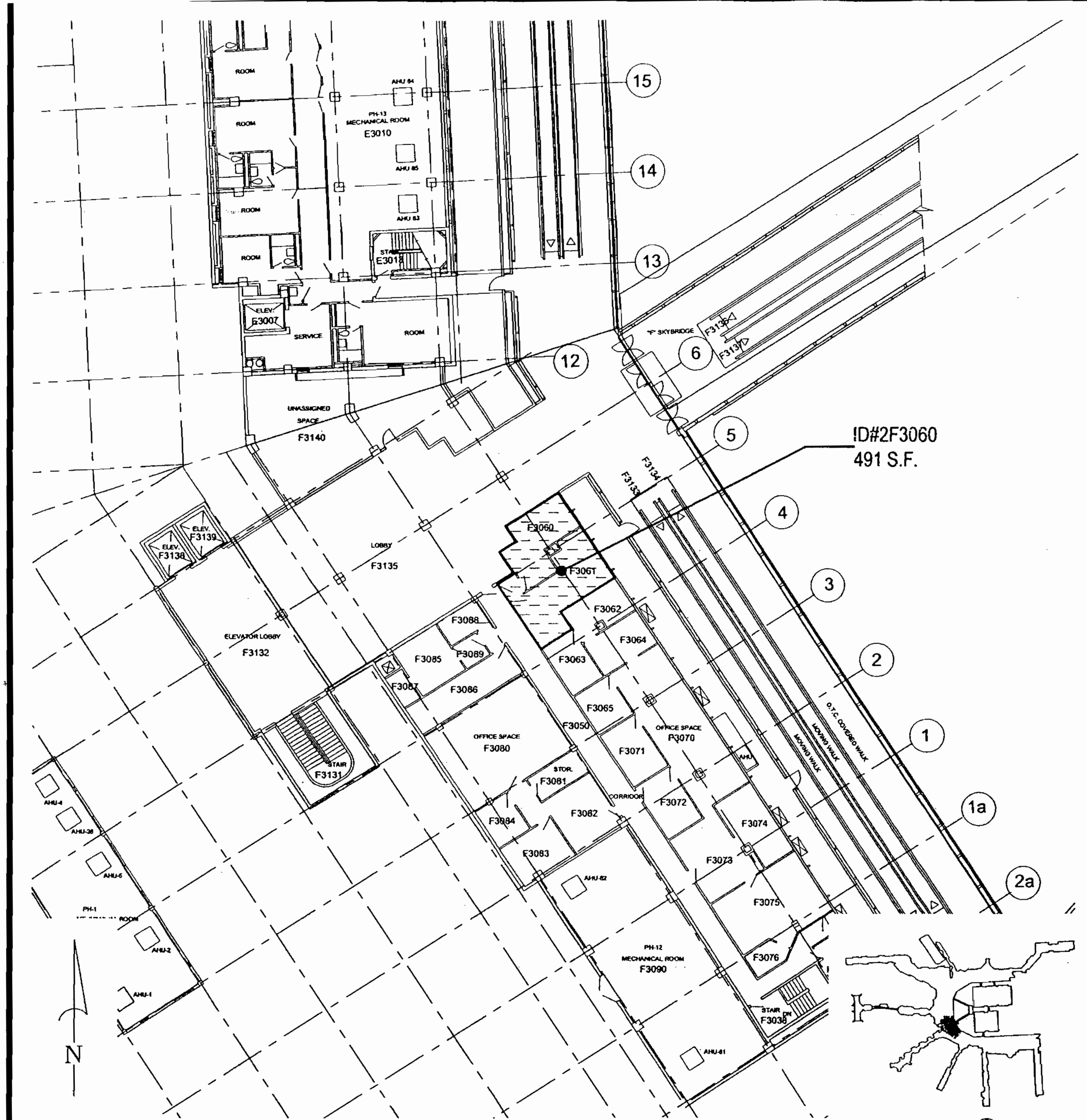

Terminal F - Third Floor

CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	491
		491

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A2

JCDECAUX

SCALE: 1/32" = 1'-0" | EFS #: M5091T3 | DATE: 10/15/2008

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EXHIBIT B

SURETY PERFORMANCE AND PAYMENT BOND

(CONSTRUCTION)

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EXHIBIT B

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, [CONCESSIONAIRE], as Principal, whose principal business address is [INSERT ADDRESS], as Developer under the contract dated , 200 , between Principal and Miami-Dade County for the development of the [IMPROVEMENTS] (hereinafter referred to as "Concession Agreement") the terms of which Concession Agreement are incorporated by reference in its entirety into this Bond, and We, ________________________,as Co-Principal, whose principal business address is ____________________________, as Contractor under the contract dated , 200 , between Co-Principal and [CONCESSIONAIRE], for the construction of the [IMPROVEMENTS](hereinafter referred to as "Construction Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Bond and ___________________________, a corporation, whose principal business address is ________ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _______________________________ (U.S. dollars) $____________, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal or Co-Principal:

1. Performs all the work under the Construction Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Construction Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Construction Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal or Co-Principal with labor, materials, or supplies, used directly or indirectly by Principal or Co-Principal in the prosecution of the work provided for in the Construction Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal or Co-Principal under the Construction Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Construction Contract; and

4. Performs the guarantee of all work and materials furnished under the Construction Contract for the time specified in the Construction Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Construction Contract; then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Construction Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal or Co-Principal seeking damages for latent defects in

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

materials or workmanship, such actions being subject to the limitations found in Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the __________ day of __________, 20 __.

CONCESSIONAIRE

____

[CONCESSIONAIRE]

BY:

____

____

(President) (Managing Partner or Joint Venturer)

CONTRACTOR

____

____

(Contractor Name)

BY:

____

____

(President) (Managing Partner or Joint Venturer)

(SEAL)

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY: SURETY:

____

____

____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: ____________________

____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

EXHIBIT C

MAG PERFORMANCE BOND

Bond No._____________

PERFORMANCE BOND FOR MAG REQUIREMENTS

KNOW ALL MEN BY THESE PRESENTS, that we, ____ as Principal, and __________________________ licensed to do business in the State of Florida as Surety, are held and firmly bound unto Miami-Dade County (Obligee), in the penal sum of ____, $______________________(words and figures) of the Minimum Annual Guarantee as required in Section 3.01 of the Concession Agreement entitled "Minimum Annual Guarantee", for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas by Concession Agreement dated ____________________, Obligee has granted unto said Principal the right to operate an _____________________________ at Miami International Airport and more fully described in said Concession Agreement for a term as set forth in said Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Concession Agreement, according to the terms, stipulations of conditions thereof, then this obligation shall become, null and void; otherwise to remain in full force and effect.

Provided, however, this bond shall be in full force and effect for the term commencing _______________________ and ending __________________________but may be renewed annually thereafter by the principal with written consent of the Surety by issuing a Continuation Certificate no later than thirty (30) days prior to the renewal date.

Provided further, however, that regardless of the number of years this bond may be in force, the aggregate liability of the Surety shall not be cumulative and is limited to the stated penal sum.

Provided further, however, that in the event the bond is not renewed, the liability of the Surety shall be limited to the actual damages sustained by the Obligee due to lack of performance of the Principal during the effective term of the bond. The Surety shall not be held liable for any contract period beyond which it consents to in writing, as defined in the Concession Agreement in Section 3.01 "Minimum Annual Guarantee", and Section 3.11 "Performance Bond for MAG Requirements".

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals, this ____ day of ____________________ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In The Presence Of:

______________________________	______________________________(Seal)
Witness	By:__________________________
Witness:	Surety:
______________________________	______________________________(Seal)
	By: __________________________

EXHIBIT D

AFFIDAVITS

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

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

This sworn statement is submitted for:

PROJECT TITLE RFP FOR ADVERTISING DISPLAY PROGRAM AT MIA

PROJECT NUMBER MDAD-05-06

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Chester Kwasniak (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

CLEAR CHANNEL OUTDOOR, INC.
(Name of Entity)

2201 E. CAMELBACK ROAD, SUITE 500, PHOENIX, AZ 85016
(Address of Entity)

8 / 6 - 0 / 8 / 0 / 1 / 0 / 5 / 1
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.

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

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

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

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

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

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

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

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

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

__x__ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

> _____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**
>
> _____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**
>
> _____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

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

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

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

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

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

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

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

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

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

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

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

PART I

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

   CLEAR CHANNEL OUTDOOR, INC.

   2201 E. CAMELBACK ROAD, SUITE 500, PHOENIX, AZ 85016

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

   PUBLICLY TRADED

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

   PUBLICLY TRADED

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

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

   PUBLICLY TRADED

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

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

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

   NONE

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

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

[X] Yes [ ] No

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

[X] Yes [ ] No

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

All employees of Clear Channel Outdoor, Inc.

White:	833	Males	417	Females
Asian:	33	Males	15	Females
Black:	81	Males	32	Females
Native American:	4	Males	0	Females
Hispanics:	206	Males	73	Females
Alaskan Natives:	9	Males	3	Females
2 or more races:	10	Males	7	Females
______:		Males		Females

(ADD EXTRA SHEETS IF NEEDED)

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

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

AFF-9 - Clear Channel Outdoor, Inc. does not show a record of any contracts directly with Miami-Dade County; however, there may be one or more small contracts obtained through an affiliate or agency of Miami-Dade County, which can be provided upon request.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS: Not applicable.

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

(1)

_________ $____________ $______________ _____%

Name of Dept. & Summary of Services Performed ________________________________

Litigation Arising out of Contract ________________________________

(2)

_________ $____________ $______________ _____%

Name of Dept. & Summary of Services Performed ________________________________

Litigation Arising out of Contract ________________________________

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

Name of Dept. & Summary of Services Performed ______________________________

____

Litigation Arising out of Contract ______________________________

____

____

(4)			
________	$________	$________	____%

Name of Dept. & Summary of Services Performed ______________________________

____

Litigation Arising out of Contract ______________________________

____

____

(ADD EXTRA SHEET(S) IF NEEDED.)

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 8/19/95 CHANGED NAME TO ELLER MEDIA CO.

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit. 07/02/01 CHANGED NAME TO CLEAR CHANNEL OUTDOOR, INC.

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

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

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

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

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

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

Sign Code of Miami-Dade County Section 33-82 et seq of the Miami-Dade County Code

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

The Proposer shall disclose whether it has received any notices of any violations of the Sign Code of Miami-Dade County, Section 33-82 et seq of the Miami-Dade County Code, and also whether the proposer is currently in litigation with Miami-Dade County regarding any provisions of the Sign Code of Miami-Dade County. The County may consider the information so disclosed when determining the responsibility of the proposer.

[XX] Has not received any notices of any violations of the Sign Code of Miami-Dade County, Section 33-82 et seq of the Miami- Dade County Code,

[ ] Has received notices of violations of the Sign Code of Miami-Dade County, Section 33-82 et seq of the Miami-Dade County Code, Please attach explanation.

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[ ]	Is currently in litigation with Miami-Dade County regarding provisions of the Sign Code of Miami-Dade County. Please attach explanation.
XX	Is not currently in litigation with Miami-Dade County regarding any provisions of the Sign Code of Miami-Dade County.

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 EVP & CFO, Americas

Date 10-26-09

STATE OF: ARIZONA

COUNTY OF: MARICOPA

The above affidavits were acknowledged before me this 26th day of October, 2009

by Chester Kwasniak,
(Authorized Representative)

of Clear Channel Outdoor, 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)

Rebecca A. Knollhuff
(Print Name)

Notary Stamp or Seal:

Rebecca A. Knollhuff
Commission #114083
Notary Public - Arizona
Maricopa County
My Commission Expires
November 1, 2012

Notary Commission Number: 114083

My Commission Expires: 11-1-2012

EXHIBIT D-1

AFFIDAVITS

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EXHIBIT D

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

APPENDIX E-2

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

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

- Single Execution Condition of Award Affidavits:

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

- Subcontractor/Supplier Listing

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

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

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE RFP FOR ADVERTISING DISPLAY PROGRAM AT MIA

PROJECT NUMBER MDAD-05-06

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Chester Kwasniak (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

CLEAR CHANNEL OUTDOOR, INC.

(Name of Entity)

2201 E. CAMELBACK ROAD, SUITE 500, PHOENIX, AZ 85016

(Address of Entity)

8 / 6 - 0 / 8 / 0 / 1 / 0 / 5 / 1

Federal Employment Identification Number

hereinafter referred to as the Entity being its

CFO

(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.

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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.

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

Chester Kwasniak

(Signature of Authorized Representative)

Title EVP & CFO, Americas

Date 10-26-09

STATE OF: Arizona

COUNTY OF: Maricopa

The above certifications/verifications were acknowledged before me this 26th day of October, 2009,

by Chester Kwasniak,
(Authorized Representative)

of Clear Channel Outdoor, 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.

Rebecca A. Knollhuff
(Signature of Notary)

Notary Stamp or Seal:

Rebecca A. Knollhuff
(Print Name)

Rebecca A. Knollhuff
Commission #114083
Notary Public - Arizona
Maricopa County
My Commission Expires
November 1, 2012

Notary Commission Number: 114083

My Commission Expires: 11-1-2012

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: CLEAR CHANNEL OUTDOOR, INC. Project No. MDAD-05-06

Project Name: DISPLAY ADVERTISING PROGRAM AT MIAMI INTERNATIONAL AIRPORT

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
ADVERTISING DISPLAY & EXHIBITS CO., INC.	TOM LEE, DOUG LEE CHARLES CROOKE	FABRICATION AND INSTALLATION OF DISPLAYS	$2,000,000	M	CAUC
SAUL SIGNS, INC.	SAUL HERNANDEZ	INSTALLATION AND MAINTENANCE	$300,000	M	HISP
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**
SAUL SIGNS, INC.	SAUL HERNANDEZ	ELECTRICAL MATERIALS, LAMPS	TBD	M	HISP

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Chester Kwasniak — Prime Entity/Respondent Signature

Chet Kwasniak — Print Name

EVP & CFO, Americas — Print Title

10-26-09 — Date

(Duplicate if additional space is needed)

COA-8

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CLEARCHANNEL AIRPORTS

October 20, 2009

Margaret Hawkins Moss
Aviation Senior Procurement Contract Officer
Miami-Dade Aviation Department
Miami International Airport
P.O. Box 025504
Miami, Florida 33102-5504

RE: DBE Participation Airport Advertising Concession

Dear Ms. Hawkins Moss:

I am writing in follow-up to our discussion concerning our proposed participation in the DBE program. We recently learned that Puryear, Inc., the subcontracting firm we selected to work with on the redevelopment of your airport's website, no longer maintains certification as a minority-owned business and is no longer in business. As such, we are searching for other qualified firms to fulfill this role. We will still utilize the services of Saul Signs, Inc. for the maintenance and advertising display copy installation, cleaning and maintenance for the displays installed at your airport. Their services alone will allow us to attain our DBE goal of 11%. We will keep you apprised of our efforts to replace Puryear, Inc. with a suitable and qualified firm.

I hope this satisfactorily addresses the issue for the time being. As always, I am available to answer any questions or concerns related to this matter.

Best regards,

Jim Carey

James Carey
Business Development

cc: Mike Riley
Toby Sturek

4635 Crackersport Rd., Allentown, PA 18104 phone (800)628-6800 or (610)395-8002, fax (610)395-4450
email contactus@iaateam.com website www.iaateam.com

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

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing by the County Department of Small Business Development. I have contacted the Department of Small Business Development regarding this condition of award requirement.

State of Florida

Department of State

I certify from the records of this office that CLEAR CHANNEL OUTDOOR, INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on February 23, 1996.

The document number of this corporation is F96000002318.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on April 30, 2009, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty First day of October, 2009

Secretary of State

Authentication ID: **200161986712-102109-F96000002318**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

PROOF OF AUTHORIZATION TO DO BUSINESS

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

We are currently in the process of filing with the Department of State the appropriate Application for Registration of Fictitious Name so that Clear Channel Outdoor, Inc. will be able to do business as Clear Channel Airports in Florida.

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. CLEAR CHANNEL AIRPORTS
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

2001 E. CAMELBACK ROAD, SUITE 500
Mailing Address of Business

City	State	Zip Code
PHOENIX	ARIZONA	85016

3. Florida County of principal place of business: Miami-Dade
(see instructions if more than one county)

FEI Number: 86-0801051

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last First M.I.
Address
City State Zip Code

2. Last First M.I.
Address
City State Zip Code

B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

1. CLEAR CHANNEL OUTDOOR, INC.
Entity Name
2201 E. CAMELBACK ROAD SUITE 500
Address
PHOENIX AZ 85016
City State Zip Code
Florida Document Number F96000002318
FEI Number: 86-0801051
☐ Applied for ☐ Not Applicable

2. Entity Name
Address
City State Zip Code
Florida Document Number
FEI Number:
☐ Applied for ☐ Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

CLEAR CHANNEL OUTDOOR, INC.
By: [signature] David M. Clark 10/23/09
Signature of Owner EVP & SEC Date

Rebeccaknollhuff@clearchannel.com
E-mail address: (to be used for future renewal notification)

Phone Number: (602) 381-5700

Section 4

FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:

I (we) the undersigned, hereby cancel the fictitious name ______________________

______________, which was registered on ______________ and was assigned

registration number ______________

Signature of Owner Date Signature of Owner Date

Mark the applicable boxes ☐ Certificate of Status — $10 ☐ Certified Copy — $30

NON-REFUNDABLE PROCESSING FEE: $50

Single CR4E001 (5/09)

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ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY) 10/20/09

PRODUCER 1-832-476-6000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Aon Risk Services Southwest, Inc. 1330 Post Oak Boulevard, Suite 900 Houston, TX 77056-3089	INSURERS AFFORDING COVERAGE
INSURED Clear Channel Broadcasting, Inc. 200 East Basse Road San Antonio, TX 78209	INSURER A: Insurance Co of The State of PA INSURER B: ACE American Insurance Company INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GL1872073	11/01/08	11/01/09	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ Excluded
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA6506025 (AOS)	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
B	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	EON G21642794 007	11/01/08	11/01/09	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
						$
						$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC4801110 (AOS)	11/01/08	11/01/09	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER					$ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: CC-OUTDOOR - IL. CONCESSION AGREEMENT. MIAMI INTERNATIONAL AIRPORT.
Certificate Holder is added as additional insured (excl workers' compensation) but only as respects to the liabilities that arise out of the acts and omissions of the Named Insured.

Workers Compensation is evidenced for employees of the Named Insured Only.

CERTIFICATE HOLDER — ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Miami-Dade Aviation Department Finance Division 4200 N.W. 36th Street Building 5A, Suite 300 Miami, FL 33122 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Aon Risk Services Southwest, Inc.

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT E

SCOPE OF SERVICES

EXHIBIT E

SCOPE OF SERVICES

The Department is offering advertising locations to be financed, designed, developed, furnished, installed, maintained and operated by the Concessionaire to ensure implementation of a comprehensive, successful, dynamic, creative and profitable Advertising Display Program at Miami International Airport.

The Concessionaire will need to take into consideration the unique environment of an Airport with its challenges and constraints; while marketing and offering advertising and revenue initiatives opportunities at the Airport on a local, national and international level.

<u>Advertising Program</u>

The advertising Locations for the Concessionaire's development at Miami International Airport include, but are not limited to surrounding buildings and improvements, the terminal, concourses, bag claim facilities, limited outdoors opportunities such cargo area, and the parking garages.

The following traditional and non-traditional advertisings are currently permitted: backlit displays, hotel reservation and information boards, wall wraps, directories, advertising on ticket counter monitors, FIDS, GIDS, BIDS, dominance campaigns, luggage carts, cable advertising (CNN monitors) Jet bridge advertising and floor exhibits. The Department is also interested in developing a webpage advertising program. The percentage for this concept will be agreed upon initiation, which may be approved by the County Manager and/or the Aviation Director. The Department will consider incorporating other such advertising concepts, as may be suggested by the Concessionaire with the Department's written permission.

The Concessionaire shall have a sales organization capable of actively soliciting and selling advertising and revenue initiative programs, on a ~~local, regional, national, and international level~~. The Concessionaire shall promote Miami by highlighting regional products and tourism opportunities and the region's role as a gateway for international commerce.
In addition to the services being provided at Miami International Airport locations, MDAD's General Aviation's Airports are included for the Concessionaire's development.

In the instance that the Department is presented with an advertising opportunity, it will offer this opportunity to the Concessionaire, who will have the first right to refusal. If a response is not received within seven days from the notice, MDAD may decide to pursue the opportunity on its own.

The Concessionaire shall comply with the Department's "Tenant Handbook" Exhibit J, and the "Standards of Operations", Exhibit L; the "MIA Terminal Standards" available on www.miami-airport.com; and all revisions to these documents promulgated from time to time by the Department at its sole discretion.

Advertising and Capital Investment Plan

No later than thirty (30) days after the Effective Date of the Agreement, the Concessionaire shall submit an updated and final Advertising and Capital Investment Plan for the Advertising program at MIA for the Department's approval. The Concessionaire shall have two hundred forty (240) days from the Date of Execution of the Agreement to install all Approved Advertising Locations, unless specifically otherwise approved in writing by the Department.

The Concessionaire in coordination with the Department must remove all existing fixtures at its expense, for the Department 's storage of the fixtures removed.

The Concessionaire shall make a capital investment for all Advertising and Revenue Initiative program Displays, and pay for installation of all advertising and/or revenue initiative program display hardware and supporting electrical connections, in accordance with the Retail Concessions Design Guidelines. The Concessionaire is also responsible for removing inventory, existing and future or any agreed equipment, fixture or modifications necessary to support the revenue initiative program.

The Concessionaire shall develop and implement the program at GA Airports within 365 days from the Date of Execution unless specifically otherwise approved in writing by the Department.

Provision for Inventory and Displays

The Concessionaire shall provide and install all new equipment, for the Locations approved by the Department as stated in Exhibit A, or as may be amended by the Department through an administrative written notice to the Concessionaire.

Inventory and Displays Current Inventory

- Outdoor Program: One banner in the Terminal A, one banner in the Flamingo Parking Garage, two sky bridge between the parking garages and the Terminal Building at A and at H and jet bridges
- Summary of Inventory (Refer to Exhibit A-1 Summary of Inventory and Exhibit A, Advertising Locations).
- A minimum of ten (10) Hotel Reservation and Information

Boards throughout the Airport. The Department will provide three Hotel Reservation and Information Boards in the South Terminal (two on the first floor of Terminal H and Terminal J and one in the third floor in the area outside the International arrival meet/greet area). The Concessionaire will be required to provide the other Hotel Reservation and Information Boards. The Concessionaire may submit new design subject to MDAD approval. Any needed infrastructure work, including telephone service to these boards, as well as maintenance of these boards is the responsibility of the Concessionaire. The existing Reservation boards will remain in the place until the new reservation boards are installed to ensure advertising continuity.

- A minimum of five (5) brochure rack Displays may be built in close proximity to MIA's planned five main information counters. The Concessionaire shall provide the brochure racks. Appendix M "Information Counter Proposed Design", generating element of the program is an example of the proposed design for the Information Counters. The brochure rack should be consistent with the materials and design of the Information Counters.
- The Bus Shelters Program includes ten (10) advertising units installed in the Bus Shelters to serve as pick up/drop off points for rental cars, off Airport parking and hotel shuttles. The Bus Shelters are located in the Upper Vehicle Drive of Miami International Airport.

The Department will select at least ten (10) standard backlit displays from Locations in Exhibit A for direct Department use.

Advertising Display Specifications

Displays must not compete with way finding, amenity or informational signage, as determined by the Department. They are not to be mounted in a manner that might limit passenger's use and access to way finding, amenity or informational signage. All Displays must be warranted by the Concessionaire to comply with the Americans with Disabilities Act (ADA) pursuant to Sub-article 7.02 "Americans with Disabilities Act Requirements" of the Form of Agreement.

There shall never be any unlighted terminal backlit advertising display. All Locations must be sold with a paid advertisement or filled with an approved Public Service Announcement (PSA), or Department's advertisement.

All Displays are to be cleaned as needed, checked, and stocked no less than weekly. A stocking schedule must be submitted to the Department. The Department may require a more frequent stocking schedule if the racks are empty too often.

The Hotel Reservations and Information boards are to include provisions for general ground transportation information, and a built-in map of the area. On Airport Rental Car companies operating through the Airports will be offered phone service to their facilities located off airport at no cost, unless otherwise specified by the Department. The Concessionaire may solicit these and all off – airport Rental Car companies, for paid advertising on the Reservation Board.

Staffing and Maintenance

The Concessionaire will carry on its business diligently twenty – four (24) hours per day and three hundred sixty five (365) day per year.

The Concessionaire shall employ at all times a sufficient number of personnel necessary to assure prompt, courteous and efficient service. Advertising staff shall be properly trained and attired, and must wear identification "badges" in accordance with MIA requirements.

The Concessionaire must provide a local airport service manager, a maintenance contact and a phone number, which they or their substitute can be reached at all times. Maintenance personnel are to be available for emergency contact 24 hours a day, 365 days a year. The Concessionaire shall respond to Department's emergency requests within 24 hours and within 48 hours for other requests unless otherwise directed by the Department.

Concessionaire must provide on-site staff during the week to inspect clean and maintain advertising display/fixtures. All fixtures and advertising copy must be inspected and cleaned once a week. Damaged fixtures, lamps and faded or torn copies or display units must be repaired or replaced within 24 hours of being identified.

The Concessionaire understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport and that the Concessionaire shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner.

Rate Card

A rate sheet detailing proposed prices for all advertising locations including package promotions must be submitted annually, or whenever such rates are adjusted, and approved by the Department prior to advertising the rate card.

EXHIBIT F

CALCULATION OF MONTHLY SALES TAXES

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Exhibit F

Calculation of Monthly Sales Taxes

The following is the criteria established for the calculation of sales taxes for display areas considered real estate property. This criteria applies to the wall space square footage to which displays are affixed and to the square footage of a floor display area. Sales Taxes will be calculated monthly only on sold displays.

Criteria:

A) Number of total devices sold by category.
B) Convert display measures from inches to square feet. (Inches/12=Sq. Ft.).
C) Multiply the total square feet by the Terminal Rental rate, Class VI (Sq. Ft. X Rate).
D) Divide the total of point C) by twelve (12) months. (Dollars/12).
E) The sum will represent the Taxable Rental amount which will be multiplied by the applicable Tax Rate. (Dollar ($) x Percent (%) = Tax due).
F) Result = Sales Tax due for the month.

Advertising posted in luggage carts will not be subject to sales tax.

EXHIBIT G
INDEPENDENT AUDIT REPORT

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EXHIBIT G

Sample Management Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended ________xx, 20xx, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion of the Schedule of Gross Revenues and Percentage Fees Paid to the County and not to provide assurance on the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition win which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid to the County being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defines above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
_______ xx, 20xx

EXHIBIT G

Sample Audit Report

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid to the County (as defined in the Lease and Concession Agreement between Miami-Dade County Florida and XYZ Corporation) of XYZ Corporation for the year ended __________ xx, 20xx. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion on this schedule base on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fess Paid to the County is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid to the County referred to above presents fairly, in all material respects, the gross revenues of XZ Corporation for the year ended ________ x, 20xx and the related fees paid, as defined in the Lease and Concession Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used or any other purpose.

ABC & DEF, CPA's
______________ xx, 20xx

EXHIBIT G

Sample Compliance Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited, in accordance with generally accepted auditing standards, the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended __________ xx, 20xx and have issued our report thereon, dated ____________ xx, 20xx. We have not performed any substantive audit procedures beyond the date of our report on the Schedule of Gross Revenues and Percentage Fees Paid to the County. Accordingly, this report is based on our knowledge as of that date and should be read with that understanding.

In connection with our audit, nothing came to our attention that caused us to believe that XYZ Corporation failed to comply with the term of the Lease and Concession Agreement with Miami-Dade County, Florida insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
______________ xx, 20xx

EXHIBIT G

XYZ
Corporation
Schedule of Gross Revenues and Percentage Fees Paid to the County For the Year Ended ____________________, 20xx

Month	Gross Revenues	Percentage Fee Due	Percentage Fee Paid	Balance Due
TOTAL	________	________	________	________

EXHIBIT H

MONTHLY REPORT OF GROSS REVENUES

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Advertising Display Program

EXHIBIT H

JC DECAUX AIRPORT

Monthly Gross Revenues and Net Revenues to Airport Report

Report due on or before the Tenth (10th) calendar day following the end of the each month

Month of:____________________ **Year:** ____ / _____ / _____

To: Miami Dade Aviation Department
P.O. Box 592616
Miami, Florida 33159-2616
Att: Finance Division

Lease No. MDAD

Total Gross Sales:			#REF!
1) **Payment to County:**			
Total % Fee		65%	#REF!
Less: Monthly MAG	$ 5,100,000.00	12	$ 425,000.00
% Fee due in Excess of Minimun Annual Guarantee			#REF!
2) **Total Gross Sales:** GAA Airports			
Total % Fee: GAA Airports		50%	$ -

Combined Total Items 1 & 2 #REF!

Payment included in Check No. _________ Amount Paid: ________ Date: ______

I hereby certified that the above statement is true and correct:

____
Signature

____
Title

____
Date

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The following Exhibits can be obtained by visiting our Website at:
www.miami-airport.com/html/business_opportunities.html

Exhibit I:	List of Prohibited Items
Exhibit J:	Tenant Handbook
Exhibit K:	Not Used
Exhibit L:	Standard of Operations
Exhibit M:	Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N) Tenant Airport Construction Reimbursable Procedures (TAC-R)
Exhibit N:	Retail Concessions Design Guidelines (North, Central, South Terminals)