

July 21, 2014

Mr. Nicolas Mannoni, Manager
Mars Design Miami Agency LLC
100 Almeria Avenue, Suite 340
Coral Gables, FL 33134

RE: Contract No. BW9809-0/24 for Miami International Airport (MIA) eBoy Pixorama
Artwork (*Revenue Generating Pilot Program*)

Dear Mr. Mannoni:

Miami-Dade County, hereinafter referred to as the "County", on behalf of the Miami-Dade County Aviation Department (MDAD) would like to establish the above-mentioned contract with your firm, Mars Design Miami Agency LLC (herein referred to as the "Contractor" or "Artist") to procure the creation of artwork (the "Work") titled Miami International Airport (MIA) eBoy Pixorama. This Agreement is intended to serve as a pilot program for exploring collaborative revenue generating/funding options in support of MIA's art and cultural initiatives. Prior to issuing a purchase order to your firm, the County requires your firm's acceptance with regards to the following requirements:

1. 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:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" or "Artist" to mean Mars Design Miami Agency LLC, and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" or "Work" to mean all images, digital or otherwise, artwork, proofs, photos, posters, documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- h) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

2. CONTRACT TERM

The Contract shall become effective on August 1, 2014 and shall continue through January 1, 2025. The County reserves the right to exercise its option to extend this contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor upon approval by the Board of County Commissioners.

Upon the expiration of the term of this Agreement, inclusive of a termination for convenience pursuant to Article 13(b) of this Agreement, all rights, title, interests, and copyright in the Work shall transfer to the County automatically, and the Artist may not distribute, display, or publish the Work without the express written consent of the County. Notwithstanding, after conveyance to the County, the County shall not be authorized to make commercial use of the Work without the express written consent of the Artist.

3. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) appendices to these terms and conditions (the Scope of Services - Appendix A, Collection of Art in Public Places at MIA - Appendix B and General Restrictions Imposed on the Use of MIA - Appendix C), and 3) any associated addenda or attachments thereof.

4. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504
Attention: Neivy Garcia, Commodities Management Division Director
Phone: 305-876-8482
Fax: 305-869-4283 or 305-876-0323
E-mail: ngarcia@miami-airport.com

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: SINGER@miamidade.gov

(2) To the Contractor

Mars Design Miami Agency LLC
100 Almeria Avenue, Suite 340
Coral Gables, FL 33134
Attention: Nicolas Mannoni, Manager
Phone: +33611573581
E-mail: m@rsdesignmiami.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

5. SCOPE OF SERVICES

The Contractor shall provide services to the County in accordance with Appendix A - Scope of Services.

6. NATURE OF THE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

7. GROSS RECEIPTS REVENUES DUE TO THE COUNTY

On or before the 30th day of January of each year during the term of this Agreement, the Contractor shall pay to the County a disbursement in the amount of ten (10%) percent of the gross revenues generated from the sale of the Work reproduction posters (or other merchandise, as may be authorized for sale by the Artist and the County) during the prior

year. This payment shall be in U.S. currency irrespective of whether all or some of Contractor's gross sales were conducted in currencies other than U.S. dollars. The value of the County's payment shall be calculated using the applicable exchange rate in effect no more than thirty (30) days prior to the issuance of the payment.

- a) **Gross Receipts Defined:** "Gross Receipts" means all receipts collected by the Contractor from the sale of merchandise by Contractor, and subcontractor(s) of Contractor, sold in, upon or from the MIA Gift Shops, MIA Online Stores, the eBoyMIA Online Store, other retail locations operated by Contractor, and/or any wholesale sales, including such sales as shall in good faith be credited by the Contractor and its subcontractors in the regular course of its or their business to personnel employed at the time of sale, including sub-contractor agreements or independent contractor employee payments to the Contractor and mail and telephone orders received at the and off-premises sales. Sales shall be deemed to have been made when services or merchandise has been served, shipped or delivered or when charged against the purchaser on the books of the Contractor, or its subcontractors, whichever of such events shall first occur.
- b) **Contractor's Certification of Receipts:** Contractor shall submit to County on or before the 30th day of January of each year during the term of this Agreement and on or before the 30th day following the expiration or earlier termination of this Agreement, a written statement, signed by Contractor and certified by it to be true and correct, showing the amount of Gross Receipts during the preceding year. Contractor shall submit to County on or before the 60th day following the end of each Agreement year an Annual Written Statement, signed by Owner, CEO, or Financial Officer of the Contractor and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding Agreement Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.
- c) **Examination of Contractor's Books and Records:** Such books and records as are necessary to determine the amount of any Percentage of Gross Receipts payable to County shall be subject to examination by County or its authorized representatives at reasonable times during Contractor's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Contractor's business. All information obtained by County or its authorized representatives from Contractor's books and records shall be kept confidential by County and all such representatives except in connection with any mortgage or assignment of this Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.
- d) **Contractor's Receipts Records:** For the purpose of computing and verifying the Percentage of Annual Gross Receipts due hereunder, Contractor shall prepare and keep, for a period of not less than three (3) years following the end of the applicable Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Contractor. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Contractor shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Contractor shall keep, for at least three (3) years following the end of the applicable Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, Contractors, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Contractor's Gross Annual Receipts.

- e) If Contractor fails to record, maintain, or make available sales supporting documentation as specified above, then Contractor may be deemed by the County to be in default of this Agreement.

Revenue payments and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County Aviation Department
Finance Division - Accounts Receivable
P. O. Box 526624
Miami, FL 33126-6624
Attention: Ana Maria Balbuena, Manager
Phone: (305) 876-1441
Email: abalbuena@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

8. PAYMENT FOR SERVICES/AMOUNT OBLIGATED TO THE CONTRACTOR

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services. Contractor shall be solely responsible for all costs associated with such Work and Services, including but not limited all costs associated with the production, sale, and marketing of same.

All Services undertaken by the Contractor before the County's approval of this Contract shall be at the Contractor's risk and expense.

9. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all

requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

10. AUDITS

Pursuant to County Code Section 2-476, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures.

11. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement, to include the display, publication, sale, or distribution of the Work, including but not limited to any claims related to trademark or copyright infringement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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

During the time the County provides the Contractor reasonable access to MIA so that the Contractor can compile sufficient images for the creation of the artwork, the Contractor shall furnish to the Internal Services Department/Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate of Insurance which indicates that insurance coverage has been obtained which meets the requirement as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

The insurance policy required above shall be issued by a company authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

12. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the

Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

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

13. TERMINATION FOR CONVENIENCE

- a) Prior to sale or publication of the Work, the Contractor shall present the Work to the County for review and approval. If the County, in its sole discretion, rejects the Work created and submitted by the Contractor and disallows the sale, publication, or other usage of such Work for any purpose, the County will reimburse the Contractor, and the Contractor agrees to accept, a maximum of fifty thousand dollars (\$50,000) as full and final reimbursement; upon receipt of such payment by the Contractor, all claims that the Contractor has or may have under this Agreement, or related to this Agreement, of any kind, and without limitation, shall be considered waived and released, and Contractor shall have no cause of action against the County of any kind, including but not limited to any claims for indirect or consequential damages, lost profits, reputational damages, loss of goodwill, loss of opportunity, or otherwise.
- b) At any time prior to January 1, 2025, the County may terminate the Agreement and require the Contractor to convey all rights, title, interest, and copyright in the Work to the County, and in such event the County will pay to the Contractor the sum of

\$190,000.00. Upon receipt of such payment by the Contractor, all claims that the Contractor has or may have under this Agreement, or related to this Agreement, of any kind, and without limitation, shall be considered waived and released, and Contractor shall have no cause of action against the County of any kind, including but not limited to any claims for indirect or consequential damages, lost profits, reputational damages, loss of goodwill, loss of opportunity, or otherwise. Notwithstanding, the parties agree that in no event shall the County's liability for any claim hereunder exceed \$190,000. Notwithstanding, after conveyance of all rights to the County by the Contractor, the County shall not be authorized to make commercial use of the Work without the express written consent of the Contractor. Upon conveyance of all rights, title, interest and copyright to the County, the Contractor may not distribute, display, or publish the Work without the express written consent of the County.

14. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions, stated herein.

15. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

16. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs,

documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

17. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

18. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

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| <ol style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the County Code) 3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) 4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) 6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code) 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) 10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) 11. Subcontracting Practices
(Ordinance 97-35) 12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code) | <ol style="list-style-type: none"> 13. Environmentally Acceptable Packaging
(Resolution R-738-92) 14. W-9 and 8109 Forms
(as required by the Internal Revenue Service) 15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> • Identification of individual account records to make payments to individual/Contractor for goods and services provided to Miami-Dade County • Tax reporting purposes • To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records 16. Office of the Inspector General
(Section 2-1076 of the County Code) 17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations. 18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida. |
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b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

19. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

20. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

21. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the Program are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407.

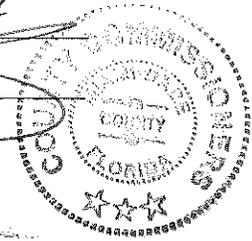
22. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

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

Contractor
By: [Signature]
Name: Nicolas MANNONI
Title: Manager
Date: 7/22/14
Attest: _____
Corporate Secretary/Notary Public

Miami-Dade County
By: [Signature]
Name: Carlos A. Gimenez
Title: Mayor
Date: 8/1/14
Attest: _____
Clerk of the Board



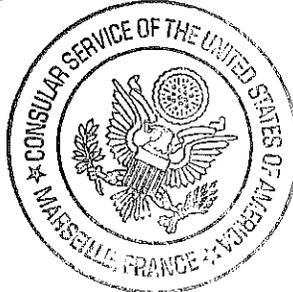
Corporate Seal/Notary Seal

Approved as to form and legal sufficiency

Assistant County Attorney

Republic of France
City of Marseille
Consulate of the United States of America } SS:
I hereby certify that on this day the individual (s) named below appeared before me and acknowledged to me that the attached instrument was executed freely and voluntarily
[Signature]
Consul of the United States of America
Date 07/22/2014

[Signature]



Appendix A SCOPE OF SERVICES

1. Purpose

The purpose of this Agreement is to allow the Artist to make use of images of Miami International Airport (MIA) in creating the MIA Pixorama Artwork. The County, through the Miami-Dade County Aviation Department ("MDAD" or "the Department") shall allow, in times, places, and manners as determined in the sole discretion of the County, reasonable access to MIA so that the Artist can compile sufficient images for the creation of the artwork. Upon such compilation, the Artist shall create a Pixorama (*a fusion of pixel and panorama*) image of MIA, in a manner substantially similar to the Artist's Pixorama image creations of various other international cities such as New York, London, Rio de Janeiro, and the like.

2. General Requirements

In creating the artwork, the Artist shall **not**:

- a) Depict any lewd or salacious conduct.
- b) Depict any racially or culturally insensitive content.
- c) Depict any instances of criminal activity, as defined by the laws of Florida and/or the United States, including but not limited to: theft, robbery, fraud, drug usage, drug smuggling, terrorism, assault, human trafficking, or otherwise.
- d) Make use of any logos, trademarks, or copyright material owned by any third parties, including but not limited to airlines, airport concessionaires, airport advertisers, creators of art on display at MIA, or others, without the express consent of such third parties. Artist shall provide, prior to approval of the Work by the County, with written evidence in a form satisfactory to the County that all third parties have approved the use of the Artists use of such intellectual property, and have waived any and all claims against the County, arising out of such use.
- e) Include the work of any other artist whose work is displayed at or incorporated into MIA, without the express written consent of such artist. A list of art incorporated into MIA is attached hereto as Appendix B - Collection of Art in Public Places at MIA.

3. Services to Be Provided

The Artist shall:

- a) Create as high definition Pixorama digital image of MIA in 1200 x 860 pixels in a manner substantially similar to the Artist's Pixorama image creations of New York, London, Rio de Janeiro, and the like. Artist shall solely be responsible for all costs associated with compilation of images and creation of the artwork (*i.e., travel, preparation, artists' time, etc.*).
- b) Provide the County with a digital copy of the Work in its native format for review and approval, upon completion of its creation. The County will have seven business (7) days to approve or reject the Work submitted by the Artist. In the event that the County, for

any reason, and in its sole discretion, rejects the Work, such Work shall be destroyed, and neither the County nor Artist shall make use of the Work for any purpose, including but not limited to, commercial, educational, promotional, or other uses, or otherwise display the Work in any fashion. The Artist shall not promote, sell, publish, distribute or display the Work until such time as the County has given its approval, or until thirty (30) calendar days have elapsed from the date the Work was submitted to the County, by the Artist, for approval, whichever comes first. The County and the Artist may agree to interim dates to review the Work in-progress; however, no interim approval shall be considered as preclusive of the County's rights to the completed Work under this Section. Approval by the County pursuant to this Section shall not relieve the Artist of its indemnity and other obligations under this Agreement.

- c) In the event that the County does not approve the Work submitted by the Artist, the County may consider reimbursing the Artist for consumables utilized in the creation of the Work in accordance with Article 8 of this Agreement.
- d) Except as expressly provided for in this Agreement, the Artist retains copyright and proprietary interests to the Work. The Artist retains permission to copy, reproduce, or publish the image of the Work for non-commercial promotional, educational or historical purposes. Artist may sell posters of the Work, which Artist anticipates to be sized at A0: 33.1 x 46.8 inch or 24 x 36 inch posters, but the Artist shall not make any other commercial use of the Work without the express written consent of the County. Artist shall not, and shall not permit or license, the commercial reproduction or exploitation of the Work or of the copyright to the Work in any manner to any person except as expressly specified herein. County shall be entitled to recover all economic damages that flow from a breach of this covenant by the Artist.
- e) The County is hereby granted an exclusive copyright license to reproduce the Work or portions thereof for any non-commercial, promotional, educational, or advertising purposes, including but not limited to, use of the Work in any advertisement, promotions, and uniforms, buttons, lapel pins, internal reports, catalogues or magazines, banners, murals and the like, in both digital and print format, for the express purposes of the County and/or MIA, without compensation to the Artist. Notwithstanding, the County will seek written consent from the Artist prior to such uses, to the extent that the County modifies or alters the Work. The County shall be entitled to reproduce the Work or to create derivative works for use and display at MIA without compensation to the Artist. However, the Artist will be acknowledged as creator of the Work in a reasonable manner in all forms and use of the Work. Further, to the extent provided elsewhere in this Agreement, Artist limits all its rights under the Visual Artists Rights Act of 1990, as it may be amended from time to time, to the extent necessary to give the purposes of this Agreement the fullest possible implementation by County. Albeit, the County will not make commercial use of the Work, including the sale or trade for commercial benefit of any items which incorporate the Work or elements thereof, except without the express written consent of the Artist.

Appendix B
Collection of Art in Public Places at MIA

NORTH TERMINAL

The Galaxy, Michele Oka Doner

Location: Level 2 (past security)

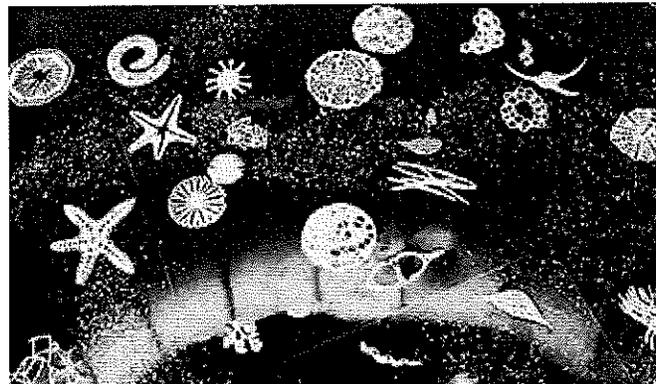
Description: black and white terrazzo floors



A Walk on the Beach, Michele Oka Doner

Location: Level 2 (past security)

Description: half-mile-long walkway with cast bronze elements of marine forms embedded in the gray terrazzo matrix



From Seashore to Tropical Garden, Michele Oka Doner

Location: Level 2 (past security)

Description: bronze and mother of pearl elements on white terrazzo



Got Any Jacks?, Donald Lipski

Location: Level 2 (past security)

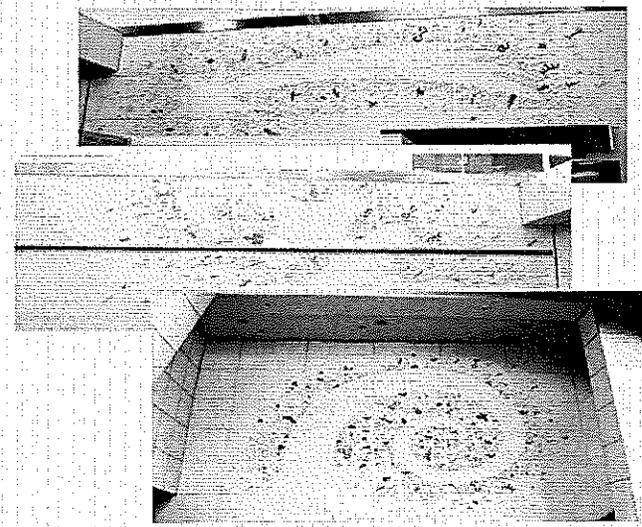
Description: nearly 100 fish replica sculptures



About the Temporal and Universal Substance II, Carlos Betancourt

Location: Level 2 (past security) APM Station

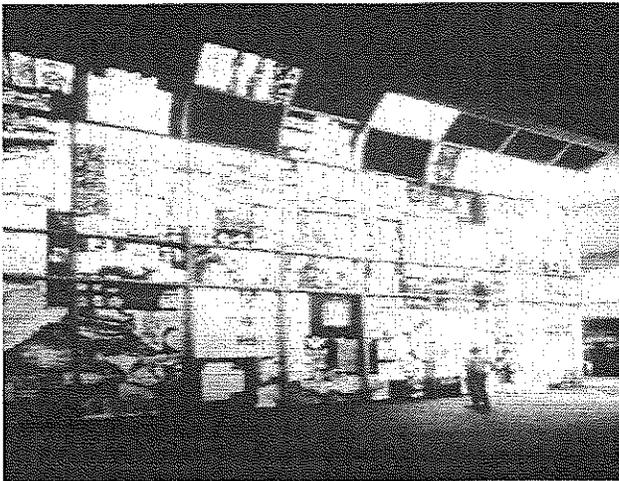
Description: symbols, forms on wall



Años Continuos, Maria Martinez-Cañas

Location: Level 2 (past security)

Description: mural composed of glass panels

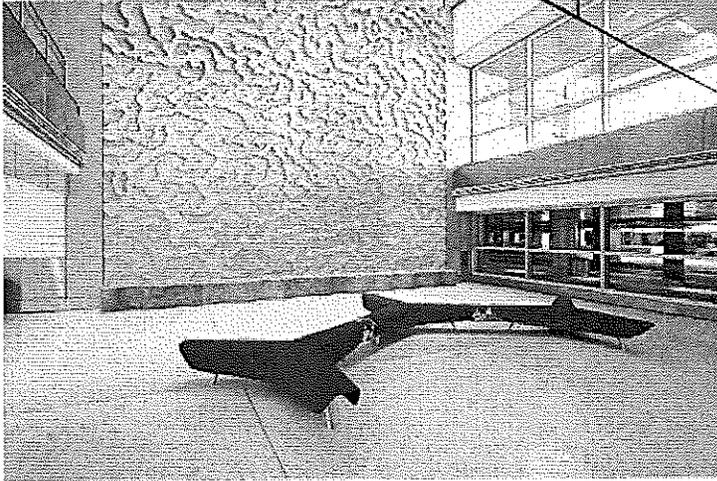


SOUTH TERMINAL

Coral Eden – 2007, Brad Goldberg

Location: 1st and 2nd levels

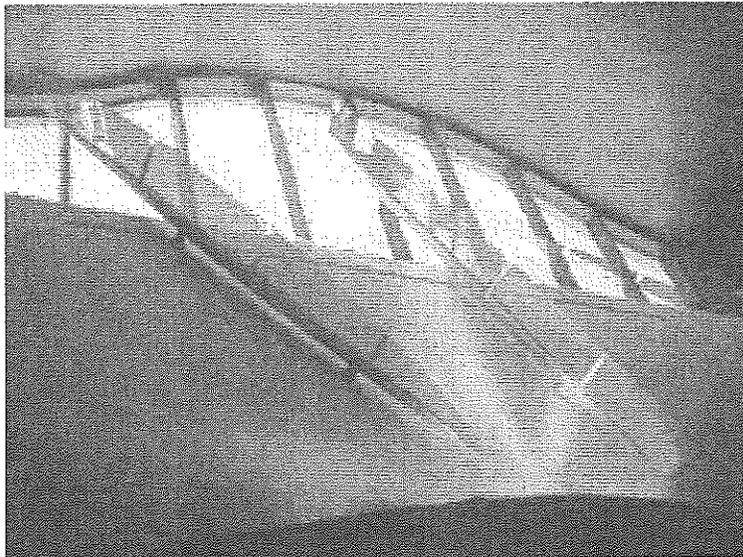
Description: two massive marble walls with coral relief



Aqua/Botanica, Ed Carpenter - Mike McCulloch - John Rogers

Location: Concourse H, 2nd floor

Description: sculptural glass installation



Flight Patterns, Robert Calvo

Location: Concourse H, 2nd floor

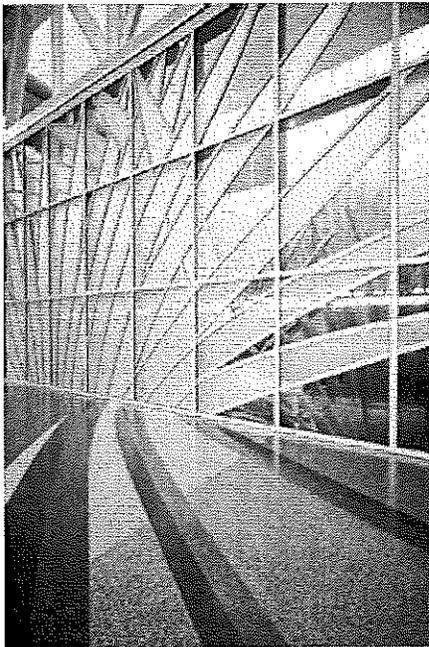
Description: 880-foot-long floor mural with symbols referencing maps, celestial cycles and astrology



Ghost Palms, Nori Sato

Location: International Baggage Claim J, 3rd floor

Description: "stained glass" windows depicting fronds and branches of palm trees with "shadows" casted on the floor mirroring the reflection of the glass window



Foreverglades, Barbara Neijna

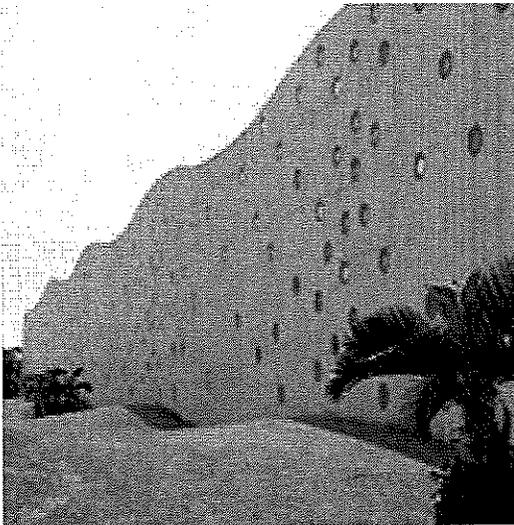
Location: Concourse J, 2nd floor

Description: fills much of Concourse J's floors and walls with images, color, light and words taken from Marjorie Stoneman Douglas' *River of Grass*



Noise Abatement Wall, Martha Schwartz

Location: Northside of MIA on N.W. 36th Street



Harmonic Convergence, Christopher Janney

Location: MIA mover station to Rental Car Annex

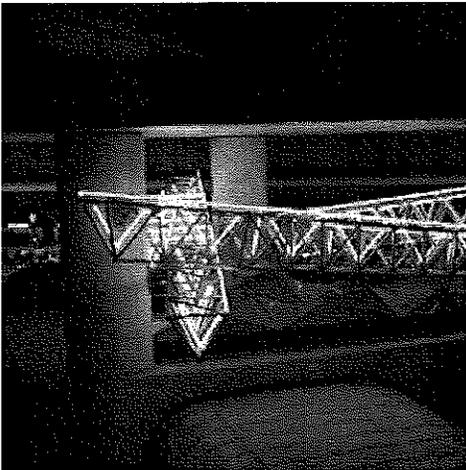
Description: 72-foot-long window wall with diamond-shaped panes of glass in varying colors



Miami Heliotrope, Keith Sonnier

Location: Suspended under the heliport at MIA

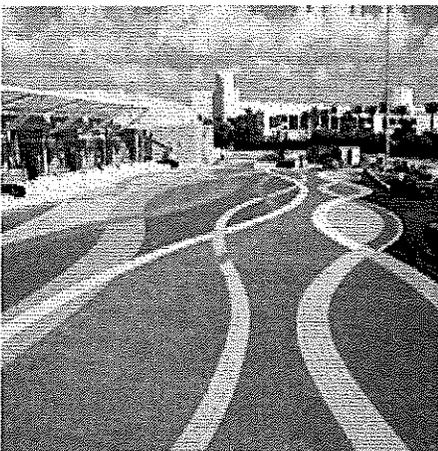
Description: neon-light installation with metal structures, transformers, and electrical conduits



Miami Wave, John David Mooney

Location: Central Island Entrance and Toll Collection Plaza

Description: multi-colored concrete paving design



Appendix C
General Restrictions Imposed on the Use of MIA

A. NON-DISCRIMINATION:

1. Artist on behalf of itself, 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 Location 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 Artist 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, Artist 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 Artist 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, Artist 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. Artist shall furnish the original or a true copy of such agreement to Department.

2. Artist shall 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 Location as may be determined by Department or the Federal Aviation Administration (FAA) to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Artist is in the exclusive possession of another who fails or refuses to furnish this information, Artist shall so certify to Department or the FAA, 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 FAA may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Location 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. Artist assures County 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. Artist also assures County that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Department.

5. Artist further assures County that it 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 Location. Artist also assures County that it shall require its contractors to provide assurances to the same effect and ensure that such assurances are included in contracts which are entered into in connection with Artist's services hereunder.

6. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Sub-part F. Artist agrees that it shall 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.

a) Artist agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. County 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 Artist agrees that it shall adopt such requirements as part of this Agreement.

B. RULES AND REGULATIONS:

1. The Artist shall comply with the Ordinances of the County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, 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.

2. The Artist agrees to pay, on behalf of the County, any penalty, assessment or fine issued against the County, or the Department to defend in the name

of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Artist, its agents, employees, 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.

C. SECURED AREAS/AIRFIELD OPERATIONS AREA (AOA) STERILE AREAS SECURITY:

1. The Artist acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA, CBP and MDAD as set forth from time to time relating to Artist's activities at the Miami International Airport (MIA).

- a) In order to maintain high levels of security at MIA, the Artist shall obtain MDAD photo identification badges for all Artist employees working in the Secured/AOA/Security Identification Display Area (SIDA) Sterile Areas or any other restricted areas of the Airport, if such employees will not be escorted by badged County employees. All Artist employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.
- b) The Artist shall be responsible for requesting MDAD to issue identification badges to all employees who the Artist requests to be authorized access to the Secured/AOA/SIDA/Sterile Areas and any other restricted areas of the airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Artist or upon final acceptance of the work or termination of this Agreement. The Artist will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.
- c) All employees of the Artist who must work within MDAD Secured/AOA/SIDA/Sterile areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced secured areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular company area. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA, CBP and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

2. Artist Ramp Permits will be issued to the Artist authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicles.

- a) All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance is provided to MDAD Airside Operations Division upon request.
- b) Only Artist staff with pictured MDAD ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Artist shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

3. The Artist agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Artist from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, CBP, SIDA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

4. The Artist acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control policies and procedures.

5. The Artist understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any

manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

6. The Artist understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Artist in areas under the jurisdiction or control of such agencies. Persons employed by the Artist not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Artist.

7. Notwithstanding the specific provisions of this Article, the Department shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/Homeland Security/FAA/Federal Inspection Services agencies.

8. The Artist shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

9. Artist agrees that it shall include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Artist further agrees to all remedies, damages and sanctions that may be imposed by TSA, Homeland Security, FAA, Federal Inspection Services Agencies and/or MDAD upon Artist's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions.