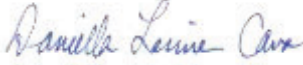


**Date:** April 21, 2026

Agenda Item No. 8(P)(5)

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Recommendation to Award a Non-exclusive Management Agreement for Operation of  
the MIA Hotel and Related Amenities

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## **Executive Summary**

This item is to award a non-exclusive agreement for the management and operation of the Miami International Airport (MIA) Hotel and related amenities for Miami-Dade Aviation Department (MDAD). Approval of this contract allows for management and operation of the MIA Hotel to enhance the accommodation and convenience of airline passengers and Airport patrons. The MIA hotel includes 259 rooms, five suites, auditorium rooms, and a conference center. The recommended management firm will oversee the hotel operations that generate approximately \$17,000,000 annually in gross revenues.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003708, Management and Operation of the MIA Hotel and Related Amenities*, to Driftwood Hospitality Management II, LLC in the amount of \$7,845,865 for an initial five-year term and one, five-year option to renew for MDAD. This contract will replace *BW-10100*, approved by the Board via Resolution No. R-1114-20.

## **Background**

A Request for Proposals was issued under full and open competition on October 10, 2025. On the closing date of November 7, 2025, the County received three proposals. Upon reviewing the proposals received, staff identified potential responsiveness issues and requested a legal opinion. On December 9, 2025, the County Attorney's Office (CAO) opined that all proposals were responsive. Four evaluation meetings were held between November 24, 2025 and January 15, 2026, including oral presentations. Negotiations commenced and concluded in January 2026, resulting in cost savings of approximately \$580,000 for the potential ten-year contract term. A copy of the Coordinator's Report is attached.

The MIA Hotel is located on the departures level (Level 2) of Terminal E within the airport terminal, providing guests with direct access to airline ticket counters, departure concourses, airport concession shops, restaurants, public transportation, and the rental car center, among other airport services and amenities. The management firm shall operate the hotel on a 24-hour basis and will be responsible for operating and maintaining the facilities in a neat, clean, and first-class manner and condition, providing sufficient and properly trained personnel, ensuring safe and secure facilities for guests, and delivering prompt, courteous, and exceptional customer service. The recommended vendor shall operate in a cost-effective and efficient manner and provide services as necessary to minimize costs and control expenditures while developing and implementing strategies to maximize sales and optimize net income. Additionally, the management firm shall prepare marketing plans that analyze competition within the surrounding airport area and establish targeted action plans by market segment to drive sales by room type.

## **Scope**

Miami International Airport is located within District 6, which is represented by Commissioner Natalie Milian Orbis; however, the impact of this item is countywide in nature.

**Fiscal Impact/Funding Source**

The projected gross revenue of the MIA Hotel for the initial five-year term of the contract is estimated to be \$90,255,309 and is based on the first year’s gross revenue of approximately \$17 million and a steady annual growth rate of 3 percent, reflecting anticipated increases in hotel sales. For the one five-year option to renew term, projected gross revenue is estimated at \$104,630,640 and is based on the 3 percent annual growth rate.

The estimated management fee for the initial five-year term is \$2,888,169. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative management fee will total \$7,845,865. The management fee is further structured as follows:

- A base management fee equal to 3.2 percent of gross revenues, estimated at \$2,888,169 for the initial five-year term and \$3,348,180 for the five-year option to renew;
- A management incentive fee equal to 6 percent of annual net revenues\* once annual net revenues exceed \$6,500,000 and up to \$8,000,000; and
- A management incentive fee equal to 10 percent of annual net revenues once annual net revenues exceed \$8,000,000.

\*Net revenues are the revenues MDAD receives after deductions from gross revenues of sales, tax, payroll related expense, operating expenses, management fee, and other expenses.

The management fee under the current contract is \$2,310,000 for a 66-month term and expires on May 31, 2026. The annualized allocation to cover the management fee under the proposed contract is higher than the current agreement. Since the establishment of the current contract in 2020, labor market conditions have contributed to an approximate 31 percent increase in the Consumer Price Index (CPI). Additionally, the management fee is directly tied to hotel revenues; therefore, as revenues increase, the management fee correspondingly increases.

Driftwood Hospitality Management II, LLC will submit an annual operating budget to MDAD for approval each fiscal year. The approved budget will be incorporated into MDAD’s overall budget for Board approval. The annual operating budget includes all authorized direct operating costs, including materials, payroll, and related operational expenses. For FY 2025-26, the approved annual budget is \$11,396,783.

<b>Department</b>	<b>Allocation</b>	<b>Funding Source</b>	<b>Budgeted</b>	<b>Contract Manager</b>
MDAD	\$7,845,865	Proprietary Funds	FY 2025-26 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page 203, Contractual Services	Sylvia Novela
<b>Total</b>	<b>\$7,845,865</b>			

**Track Record/Monitor**

Marie Williams of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation, renewal, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

**Vendor Recommended for Award**

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Outreach efforts prior to advertising included contacting vendors identified through market research, as well as posting the scope of work on the County's Future Solicitations website for the vendor community to preview.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Driftwood Hospitality Management II, LLC	11770 US Highway One, Suite 202 North Palm Beach, FL	None	683	David Buddemeyer
			11%	

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

**Vendors Not Recommended for Award**

Vendor	Local Address	Reason for Not Recommending
Regency Hotel Management, LLC	No	Evaluation Scores/Ranking
Sunshine Enterprise USA, LLC	No	

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.


Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

**Applicability of Ordinances and Contract Measures**

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference applied where permitted by funding source.
- The Living Wage Ordinance does not apply.

Attachment




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Jimmy Morales  
 Chief Operating Officer

# Memorandum



**Date:** January 15, 2026

**To:** Namita Uppal, C.P.M.  
Director and Chief Procurement Officer  
Strategic Procurement Department

**From:** Amy Almanzar, CPPB, NIGP-CPP, FCCM *Amy Almanzar*  
Selection Committee Coordinator

**Subject:** Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0003708, Management and Operation of the MIA Hotel and Related Amenities

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The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on October 10, 2025, on behalf of Miami-Dade Aviation Department (MDAD), to obtain proposals for the management and operation of the MIA Hotel and related amenities at Miami International Airport (MIA). The County anticipates awarding a contract for a five-year period, with one, five-year option to renew.

On November 7, 2025, three proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation.

**Competitive Selection Committee meeting dates:**

November 24 and 26, 2025 (Kick-off)

December 16, 2025 (Evaluation and Scoring)

January 15, 2026 (Oral Presentations, Scoring and Recommendation)

**Verification of compliance with contract measures:**

No contract measures were assigned to this solicitation.

**Verification of compliance with minimum qualification requirements and responsiveness:**

The solicitation did not have any minimum qualification requirements.

Three proposals were forwarded to the County Attorney's Office (CAO) for review; the CAO deemed the proposals responsive. A copy of the CAO's opinion is attached.

**Local Certified Veteran's Business Enterprise Preference:**

Veteran's Preference was considered. None of the proposers qualified for the preference.

**Office of the Inspector General (OIG) and/or Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):**

Staff submitted a request to OIG and COE on November 7, 2025. A response was received from OIG on November 10, 2025, and COE on November 13, 2025, advising that no reports were found.

**Office of the Commission Auditor (OCA) Background Check:**

Staff provided Committee members with the Neutrality Affidavits, along with the list of proposers and subcontractors, to complete. Staff submitted Committee member's completed Neutrality Affidavits and Resumes to OCA. A response from OCA was received advising that no conflicts of interest were identified.

**Summary of scores:**

The Committee conducted scoring in accordance with the criteria outlined in the solicitation. The preliminary scores are as follows:

Pre-Oral Presentations

<b>Proposer</b>	<b>Technical Score</b> <i>(max. 4000)</i>	<b>Price Score</b> <i>(max. 1000)</i>	<b>Total Combined Score</b> <i>(max. 5000)</i>	<b>Proposed Base Management Fee for Term of the Contract</b>
1. Driftwood Hospitality Management II LLC	3740	895	4635	3.2%
2. Regency Hotel Management LLC	2843	890	3733	2.45%
3. Sunshine Enterprise USA LLC	2051	780	2831	3.2%

The Committee held oral presentations with the two top ranked Proposers. The final scores are as follows:

Post-Oral Presentations

<b>Proposer</b>	<b>Technical Score</b> <i>(max. 4000)</i>	<b>Price Score</b> <i>(max. 1000)</i>	<b>Total Combined Score</b> <i>(max. 5000)</i>	<b>Proposed Base Management Fee for Term of the Contract</b>
1. Driftwood Hospitality Management II LLC	3810	900	4710	3.2%
2. Regency Hotel Management LLC	3395	930	4325	2.45%

Upon review of the initial scores, there were several variances identified that exceeded 33% of the average score award by all Committee members by criteria. After discussion of the variances among Committee members, several remained. The Committee members with variances stated that their scores were based on their independent evaluations and the discussions held. It is important to note that despite these variances, individual rankings of all Committee members were same.

**Local Preference:**

Local Preference was considered but did not affect the outcome as none of the proposers are local.

**Administrative Leave Eligibility:**

The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator’s notification, and initial scoring, orals and final scoring within 45 calendar days of Selection Committee Coordinator’s completion of required reviews , and are hereby entitled to one day of administrative leave pursuant to implementing Order No. 3-34.

<b>Employee’s Name</b>	<b>Employee’s Department</b>
Letricia Brown	MDAD
Maurice Jenkins	MDAD
Frederick P. Wong, Jr.,	Seaport

The remaining two Committee members did not qualify for administrative leave as they are not County employees.

**Deadlines for Completion of Tasks During Evaluation:**

*Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees* and *Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions*, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

<b>Task</b>	<b>Date</b>	<b>Number of Days* per I.O.</b>	<b>Actual Number of Days*</b>
Proposals received	11/7/25	NA	NA
<b>Upon Proposal Submission: SPD Review within 10 Calendar Days</b>			
SPD sent proposals to CAO for responsiveness	11/10/25	10	3
SPD sent list of proposers/subcontractors to Committee members for Neutrality Affidavit/Resume	11/17/25	10	10
<b>After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total</b>			
Committee members returned completed Neutrality Affidavit/Resume to SPD	11/20/25 11/22/25	3*	3* 5*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	11/21/25 11/22/25	NA	1 0
OCA returned background checks to SPD	12/2/25	5*	5*
CAO provided opinion to SPD	12/9/25	30	29
<b>After Above Tasks Completed, Conduct Scoring Meeting(s)**</b>			
Scoring meeting	12/16/25	30	7
Additional scoring meeting (post-oral)	1/15/26	15	30

\* All numbers listed are calendar days except when marked with an asterisk are business days.

\*\*Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews

One Committee member was out of the office when the Neutrality Affidavit was requested by SPD. He returned on November 22, 2025, and submitted the Neutrality Affidavit the same day.

The oral presentation meeting was not completed within 15 days of the initial scoring meeting due to declared County holidays during the weeks of December 22 and 29 and Committee member’s scheduled leave requests. Absent those two weeks, the Committee would have met the requirement to conduct oral presentations within 15 calendar days of initial scoring meeting.


**Negotiations:**

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Driftwood Hospitality Management II, LLC. The CSC Coordinator and Aviation Senior Procurement Contracting Officer, Julissa Arocha, will participate in the negotiations.

Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee’s recommendation is requested.

Approved




Digitally signed by Namita Uppal  
 DN: cn=Namita Uppal,  
 o=Miami Dade County,  
 ou=Chief Procurement Officer,  
 email=uppaln@miamidade.gov,  
 c=US  
 Date: 2026.01.22 11:24:49 -05'00'

\_\_\_\_\_  
 Namita Uppal, C.P.M.  
 Director and Chief Procurement Officer

\_\_\_\_\_  
 Date

**Date:** December 9, 2025

**To:** Amy Almanzar, CPPB  
Procurement Contracting Officer 3  
Strategic Procurement Department

**From:** David Murray   
Assistant County Attorney  
County Attorney's Office

**Subject:** Request for Responsiveness Determination  
RFP No. EVN0003708 – Management and Operation of the MIA Hotel

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You have asked if proposals received for the subject solicitation are responsive. All issues relate to provision of Labor Peace affidavits.

Resolution No. R-148-07 requires that “all Requests for Proposals, Requests for Qualifications and bids for food/beverage, retail/news/gifts and hotel services at Miami International Airport shall require the proposer to sign a labor peace agreement with the labor organization(s) that seeks to represent the proposer’s employees and submit such agreement as part of its proposal to assure that no labor dispute or unrest will disrupt their operations at MIA.” Note that the requirement to provide a Labor Peace Agreement is contingent on there being a labor union seeking to represent the proposer’s workforce. Note also that the County does not parse or evaluate the terms or contents of this agreement.

Driftwood Hospitality Management II LLC, represented that “Driftwood Hospitality Management II, LLC (“Driftwood”) hereby confirms that it maintains an active Labor Peace Agreement in effect through the existing collective bargaining agreement (“CBA”) and subsequent Extension Agreement (attached below) between its affiliated entity, MDIA Hospitality Management, LLC, and UNITE HERE Local 355.” This is an affirmative representation that it maintains a labor peace agreement. This is sufficient, and Driftwood has met the requirements of the Resolution. Driftwood is responsive.

Regency Hotel Management LLC and Sunshine Enterprise USA LLC did not provide a labor peace agreement. It is unclear, however, whether or not a labor union has affirmatively sought to represent their workforces. Accordingly, in the past, the County has treated compliance with Labor Peace as a condition of award, in the event that a union is in fact seeking to represent their workforce. The firms are responsive, though they may be ineligible for award unless and until a labor peace affidavit is provided. Also note that the Selection Committee may properly question the firms regarding labor or labor peace issues.

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMPOSITE (Pre-Oral Presentations)**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points Per Member</b>	<b>Maximum Total Points (5 members)</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	1000	945	715	495
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	500	470	385	275
Small and local business utilization and project labor requirements.		50	250	240	173	163
Proposer's approach to providing the Services requested in the Solicitation.		150	750	685	510	355
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	500	455	350	220
Proposer's budgeting and efficient use of resources.		100	500	475	360	233
Proposer's customer service training program and disaster preparedness.		100	500	470	350	310
<b>Total Technical Points</b>		<b>800</b>	<b>4000</b>	<b>3740</b>	<b>2843</b>	<b>2051</b>
<b>Total (Technical &amp; Selection Factor)</b>		<b>800</b>	<b>4000</b>	<b>3740</b>	<b>2843</b>	<b>2051</b>
<b>Proposer's base management fee</b>		<b>200</b>	<b>1000</b>	<b>895</b>	<b>890</b>	<b>780</b>
<b>TOTAL POINTS</b>		<b>1000</b>	<b>5000</b>	<b>4635.00</b>	<b>3733.00</b>	<b>2831.00</b>
<b>Ranking</b>						

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Amy Almanzar 12/16/2025  
 Chairperson  
 Heyliken Espinoza  
 Reviewer 1/9/2026

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Rolando Aedo**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
	<b>Maximum Points</b>			
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.	200	200	150	100
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.	100	90	80	50
Small and local business utilization and project labor requirements.	50	45	30	20
Proposer's approach to providing the Services requested in the Solicitation.	150	140	120	75
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.	100	95	80	50
Proposer's budgeting and efficient use of resources.	100	95	80	50
Proposer's customer service training program and disaster preparedness.	100	95	85	50
Proposer's base management fee	200	180	180	150
<b>TOTAL POINTS</b>	<b>1000</b>	<b>940</b>	<b>805</b>	<b>545</b>

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Letricia Brown**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
	<b>Maximum Points</b>			
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.	200	200	105	100
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.	100	100	100	75
Small and local business utilization and project labor requirements.	50	50	33	33
Proposer's approach to providing the Services requested in the Solicitation.	150	150	50	20
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.	100	80	20	20
Proposer's budgeting and efficient use of resources.	100	100	50	30
Proposer's customer service training program and disaster preparedness.	100	100	50	50
Proposer's base management fee	200	200	200	200
<b>TOTAL POINTS</b>	<b>1000</b>	<b>980</b>	<b>608</b>	<b>528</b>

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Curtis Crider**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	175	150	80
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	90	60	50
Small and local business utilization and project labor requirements.		50	50	30	30
Proposer's approach to providing the Services requested in the Solicitation.		150	130	100	80
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	90	75	50
Proposer's budgeting and efficient use of resources.		100	90	60	50
Proposer's customer service training program and disaster preparedness.		100	90	75	60
Proposer's base management fee		200	175	150	100
<b>TOTAL POINTS</b>		<b>1000</b>	<b>890</b>	<b>700</b>	<b>500</b>

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Maurice Jenkins**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	180	160	90
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	100	70	50
Small and local business utilization and project labor requirements.		50	50	50	35
Proposer's approach to providing the Services requested in the Solicitation.		150	140	120	90
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	100	90	50
Proposer's budgeting and efficient use of resources.		100	95	90	53
Proposer's customer service training program and disaster preparedness.		100	100	90	80
Proposer's base management fee		200	150	180	150
<b>TOTAL POINTS</b>		<b>1000</b>	<b>915</b>	<b>850</b>	<b>598</b>

**RFP No. EVN0003708**  
**Management and Operation of the MIA Hotel**  
**EVALUATION OF PROPOSALS**

**COMMITTEE MEMBER NAME: Frederick P. Wong, Jr.**

<b>EVALUATION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points</b>	<b>DRIFTWOOD HOSPITALITY MANAGEMENT II LLC</b>	<b>REGENCY HOTEL MANAGEMENT LLC</b>	<b>SUNSHINE ENTERPRISE USA LLC</b>
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	190	150	125
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	90	75	50
Small and local business utilization and project labor requirements.		50	45	30	45
Proposer's approach to providing the Services requested in the Solicitation.		150	125	120	90
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	90	85	50
Proposer's budgeting and efficient use of resources.		100	95	80	50
Proposer's customer service training program and disaster preparedness.		100	85	50	70
Proposer's base management fee		200	190	180	180
<b>TOTAL POINTS</b>		<b>1000</b>	<b>910</b>	<b>770</b>	<b>660</b>

RFP No. EVN0003708  
 Management and Operation of the MIA Hotel  
 EVALUATION OF PROPOSALS (Post-Oral Presentations)

**COMPOSITE**

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (Σ_members)	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	1000	950	850
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	500	475	410
Small and local business utilization and project labor requirements.		50	250	240	205
Proposer's approach to providing the Services requested in the Solicitation.		150	750	715	620
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	500	460	425
Proposer's budgeting and efficient use of resources.		100	500	485	435
Proposer's customer service training program and disaster preparedness.		100	500	485	450
<b>Total Technical Points</b>		<b>800</b>	<b>4000</b>	<b>3810</b>	<b>3395</b>
<b>Total (Technical &amp; Selection Factor)</b>		<b>800</b>	<b>4000</b>	<b>3810</b>	<b>3395</b>
<b>Proposer's base management fee</b>		<b>200</b>	<b>1000</b>	<b>900</b>	<b>930</b>
<b>TOTAL POINTS</b>		<b>1000</b>	<b>5000</b>	<b>4710</b>	<b>4325</b>
<b>Ranking</b>					

Signature: Amy Almanzar Date: 1/15/2026  
 Chairperson  
 Signature: Hayden Espinoza Date: 1/15/2026  
 Reviewer

RFP No. EVN0003708  
Management and Operation of the MIA Hotel  
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Rolando Aedo

EVALUATION CRITERIA	PROPOSERS	Maximum Points	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	200	170
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	90	80
Small and local business utilization and project labor requirements.		50	45	30
Proposer's approach to providing the Services requested in the Solicitation.		150	140	130
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	95	85
Proposer's budgeting and efficient use of resources.		100	95	85
Proposer's customer service training program and disaster preparedness.		100	95	95
<b>Total Technical Points</b>		<b>800</b>	<b>760</b>	<b>675</b>
Proposer's base management fee		200	180	180
<b>TOTAL POINTS</b>		<b>1000</b>	<b>940</b>	<b>855</b>

RFP No. EVN0003708  
Management and Operation of the MIA Hotel  
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Letricia Brown

EVALUATION CRITERIA	PROPOSERS	Maximum Points	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	200	180
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	100	100
Small and local business utilization and project labor requirements.		50	50	40
Proposer's approach to providing the Services requested in the Solicitation.		150	150	100
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	80	80
Proposer's budgeting and efficient use of resources.		100	100	80
Proposer's customer service training program and disaster preparedness.		100	100	80
<b>Total Technical Points</b>		<b>800</b>	<b>780</b>	<b>660</b>
Proposer's base management fee		200	200	200
<b>TOTAL POINTS</b>		<b>1000</b>	<b>980</b>	<b>860</b>

RFP No. EVN0003708  
Management and Operation of the MIA Hotel  
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Curtis Crider

EVALUATION CRITERIA	PROPOSERS	Maximum Points	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	175	170
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	90	80
Small and local business utilization and project labor requirements.		50	50	40
Proposer's approach to providing the Services requested in the Solicitation.		150	140	130
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	90	80
Proposer's budgeting and efficient use of resources.		100	100	90
Proposer's customer service training program and disaster preparedness.		100	95	95
<b>Total Technical Points</b>		<b>800</b>	<b>740</b>	<b>685</b>
Proposer's base management fee		200	180	190
<b>TOTAL POINTS</b>		<b>1000</b>	<b>920</b>	<b>875</b>

RFP No. EVN0003708  
Management and Operation of the MIA Hotel  
EVALUATION OF PROPOSALS (Post-Oral Presentations)

**COMMITTEE MEMBER NAME: Maurice Jenkins**

EVALUATION CRITERIA	PROPOSERS	Maximum Points	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	180	160
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	100	70
Small and local business utilization and project labor requirements.		50	50	50
Proposer's approach to providing the Services requested in the Solicitation.		150	140	120
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	100	90
Proposer's budgeting and efficient use of resources.		100	95	90
Proposer's customer service training program and disaster preparedness.		100	100	90
<b>Total Technical Points</b>		<b>800</b>	<b>765</b>	<b>670</b>
Proposer's base management fee		200	150	180
<b>TOTAL POINTS</b>		<b>1000</b>	<b>915</b>	<b>850</b>

RFP No. EVN0003708  
Management and Operation of the MIA Hotel  
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Frederick P. Wong, Jr.

EVALUATION CRITERIA	PROPOSERS	Maximum Points	DRIFTWOOD HOSPITALITY MANAGEMENT II LLC	REGENCY HOTEL MANAGEMENT LLC
Proposer's and Subcontractor's relevant experience, qualifications, and past performance.		200	195	170
Key personnel, including key personnel of Subcontractor(s), that will be assigned to this project, and their experience and qualifications.		100	95	80
Small and local business utilization and project labor requirements.		50	45	45
Proposer's approach to providing the Services requested in the Solicitation.		150	145	140
Proposer's experience in developing a marketing plan, comprehending airport marketplace, and share prior market segmentation examples that led to higher occupancy, and revenues.		100	95	90
Proposer's budgeting and efficient use of resources.		100	95	90
Proposer's customer service training program and disaster preparedness.		100	95	90
<b>Total Technical Points</b>		<b>800</b>	<b>765</b>	<b>705</b>
Proposer's base management fee		200	190	180
<b>TOTAL POINTS</b>		<b>1000</b>	<b>955</b>	<b>885</b>



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** April 21, 2026

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(5)

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**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_\_) 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(P)(5)  
4-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003708, MANAGEMENT AND OPERATIONS OF THE MIA HOTEL AND RELATED AMENITIES, TO DRIFTWOOD HOSPITALITY MANAGEMENT II, LLC IN THE AMOUNT OF \$7,845,865.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE, FIVE-YEAR OPTION TO RENEW FOR THE MIAMI-DADE AVIATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATIONS, RENEWAL, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board authorizes award of Contract No. EVN0003708, Management and Operation of the MIA Hotel and Related Amenities, in substantially the form attached and made a part hereof, to Driftwood Hospitality Management II, LLC in the amount of \$7,845,865.00 for an initial five-year term and one, five-year option to renew for Miami-Dade Aviation Department.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise all provisions of the contract, including any cancellations, renewal, or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of April, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MAG

David M. Murray

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**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE  
OPERATION OF THE MIA HOTEL AND RELATED AMENITIES**

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**RECITALS PAGE**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date) by and

**Between the County:**

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

**And**

**Management:**

**Driftwood Hospitality Management II, LLC.** (Management) authorized to do business in the State of Florida; which term shall include its officers, partners, employees, successors, legal representatives, and assigns.

**Description of the Project:**

The County, as represented by the Miami-Dade Aviation Department (MDAD), has engaged Management to manage, operate and maintain a well-appointed full service hotel in a first class manner including the related amenities at Miami International Airport.

Miami International Airport Hotel located at the 2<sup>nd</sup> level of Terminal E is comprised of 262 rooms (257 rooms and 5 suites), a conference center, and auditorium rooms.

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**EXHIBITS:**

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<b>Exhibit C:</b>	Daily Deposit of Gross Revenues Report
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<b>Exhibit G:</b>	Reimbursable Operating Cost
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<b>Exhibit J:</b>	Annual Operating Budget
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<b>Exhibit L:</b>	Executed Affidavits and Condition of Award Certificates
<b>Exhibit M:</b>	I.O. 3-58 First Source Hiring Referral Program
<b>Exhibit N:</b>	Telecommunications Systems / Services – Airport Rental Agreement
<b>Exhibit O:</b>	Federal Aviation Administration (FAA) Special Provisions

**WITNESSETH:**

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

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

**WHEREAS**, the Department desires to engage the services of a private sector operator to manage, maintain and operate the MIA Hotel.

**WHEREAS**, Management desires to provide the management, operation, maintenance, and services contemplated for the MIA Hotel, which will enhance the accommodations and convenience of airline passengers and Airport patrons.

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

## DEFINITIONS

- **AGREEMENT:** The Management Agreement and all attachments hereto and a part hereof entered into by the County and Management, including all of its terms and conditions, attachments, exhibits, and amendments, along with RFP No. EVN0003708 and all associated addenda, and Management’s Proposal, incorporated herein by reference.
- **AMENDMENT:** A written modification to this Agreement executed by Management and the County covering changes, additions, or reductions in the terms and conditions of this Agreement.
- **ANNUAL OPERATING BUDGET:** The projections of Management as to monthly and annual totals for revenues and expenses for each major financial account and line item, each distinct group of revenue and expense centers, and individual operating facilities, equipment, and the proper distribution of overhead and Management compensation to individual facilities.
- **ARTICLE:** The words “Article” or “Articles” to mean the terms and conditions delineated in the Agreement.
- **CODE:** The County Code of Miami-Dade County, Florida.
- **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- **DEPARTMENT:** Miami-Dade Aviation Department (“MDAD”), which is a department of Miami-Dade County and represented by and acting through its Director or his/her designee(s).
- **DIRECTOR:** The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- **EBITDA:** The acronym is defined as earnings before the deduction of interest, income taxes, depreciation, and amortization.
- **EFFECTIVE DATE:** The date listed on the Recitals Page.
- **FISCAL YEAR:** The period of time which commences on October 1<sup>st</sup> of a particular year and concludes on September 30<sup>th</sup>, of the ensuing year.
- **GROSS REVENUES:** All monies, paid or payable for transactions involving the Hotel, including, but not limited to, room rentals, sales of other services by Management to third parties at the Hotel, sales of movies through in-room televisions or through internet delivery, sales of internet services, vending machine commissions, public telephone commissions or revenue, rebates to Management for credit card processing, rebates to Management for any other purchased services, customer telephone charges and sales taxes collected from customers, excluding any payments to Management by the County pursuant to this Agreement,

regardless of when or where the transactions are made or the services are rendered, whether paid or unpaid, whether on a cash or credit basis.

- **HOTEL AND HOTEL MIA:** The Hotel at the Miami International Airport and Related Amenities (Facilities) as depicted in Exhibit A and identified/referenced in Sub-Article 1.05.
- **HOTEL MANAGEMENT, MANAGEMENT, CONCESSIONAIRE, OR OPERATOR:** An independent firm, company, joint venture, corporation, partnership, or individual approved to oversee the operations of the Hotel and is the Proposer that receives any award of a contract from the County as a result of this Solicitation..
- **INCENTIVE FEE:** A yearly payment made to the operator for exceeding the benchmark provided.
- **JOINT VENTURE:** An association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
- **MANAGEMENT FEE:** The percentage fee paid from sales, net of taxes, paid monthly to Management for services render in the performance of their duties and responsibilities under this contract.
- **NET REVENUE:** the revenues the Department receives after deductions of, sales, tax, payroll related expense, operating expenses, management fee and other expenses.
- **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS):** A set of security standards designed to ensure that ALL companies/business entities/government agencies that accept, process, store or transmit credit card information maintain a secure environment.
- **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- **SERVICES:** Those services that Management shall perform in accordance with the terms and conditions of this Agreement as directed and authorized in writing by the County.

# **Article 1**

## **Order of Precedence, Term and Facilities**

### **1.01 Order of Precedence:**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 25, and 2) Agreement Exhibits 2) Miami-Dade County's RFP No. EVN0003708 and any associated addenda and attachments thereof, and 3) the Contractor's Proposal.

### **1.02 Term:**

The County hereby engages Management and Management hereby agrees to manage, operate and maintain the Hotel, and related amenities located at Miami International Airport (the "Airport" or "MIA"), as described in Sub-Article 1.05 and commencing on the date listed on the Recitals Page, for a term of five-years (the "Term").

### **1.03 Options to Renew and Extensions:**

This Agreement may be renewed at the sole discretion of the Department for a maximum of one, five-year option to renew, given no existing Events of Default pursuant to Sub-article 18.01. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify Management 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 Management, upon approval by the Board of County Commissioners (the "Board").

### **1.04 Termination of the Extension Period:**

At any time during any exercised option to renew or extension of the term of this Agreement, pursuant to Sub-article 1.03 above, Management, upon three hundred and sixty five (365) calendar days advance written notice to the County, and the County, upon ninety (90) calendar days written notice to Management, may terminate this Agreement without stated cause or liability to the other party.

### **1.05 Facilities:**

The Department hereby makes available to Management the Facilities depicted in Exhibit A.

The Facilities operated by Management hereunder consists of, but are not limited to, a furnished departure level (Terminal 2<sup>nd</sup> Floor) lobby, furnished offices, lobby and service elevators, 262 furnished Hotel rooms, a boiler room, maintenance shop(s) and storage areas, and include the furniture, fixtures and equipment contained therein or subsequently acquired; title to which is and shall remain in the name of the County. No furniture, fixtures or equipment shall be removed from the Facilities without the prior written approval of the Department. The Department reserves the unlimited right, without liability to Management, to alter, change, modify or delete portions of the Facilities listed on Exhibit A for purposes of refurbishment, modification, expansion, renovation, improvement or repair. The Department shall have the unlimited right to add new facilities or delete existing Facilities. Such additions or deletions shall be reflected herein by providing a revised Exhibit A to Management. Neither the addition nor the deletion of the Facilities to be operated by Management hereunder shall change the method for calculating compensation due Management, pursuant to Article 6 hereof. The Department has the right to require the upgrading of the existing furniture, fixtures, and equipment.

## **Article 2**

### **Scope of Services**

#### **2.1 Management Responsibilities**

Management shall manage, operate, and maintain a well-appointed full-service Hotel and related amenities in a first-class manner 365 days a year.

##### A. General

Management, on a twenty-four (24) hour basis shall: (i) operate and maintain the facilities in a neat, clean, and first-class manner and condition; (ii) provide sufficient and trained personnel; (iii) provide safe and secure facilities for guests; (iv) provide prompt, courteous and exceptional customer service; (v) operate in a cost-effective and efficient manner. Management shall provide services as needed or desirable to minimize cost and control expenditures, as well as develop strategies to maximize sales and optimize net income (yield).

##### B. Manage

1. Marketing: Management shall develop a marketing plan to submit along with the annual budget which shall analyze the competition in the surrounding airport area and develop an action plan by market segment to address sales by room type. The room breakdown shall be accompanied by a rate structure for seasonal room rack rate.
2. Rental Rates: Management shall develop and submit for Department approval a unified pricing policy for each Hotel room and meeting room type which stratifies pricing according to room type (i.e. suite, king, queen, etc.). Management shall endeavor to maximize RevPAR consistent with the pricing policy. All proposed contracts between the Hotel, the airlines, and travel agents must be submitted for prior approval to the Department. Management may enter into contracts and will keep Department informed, in writing, on a timely basis.

The Department shall have further rights to utilize its own employees or engage another company to provide said services in meeting rooms independent of this Agreement. If the Department engages another company to provide services in meeting rooms which are covered by this Agreement, the other company will indemnify Management or name Management as an additional insured. In such event, the revenue from such operation shall not be included as Gross Revenue under this Agreement.

3. Hurricane/Disaster Response: Management shall assist/participate in providing guest rooms, meeting rooms, and personnel as warranted in the event of a hurricane, or mass migration, natural, or manmade disaster(s) preparedness, and/or response. Such costs are included in Management's operational expenses.
4. Food and Beverage (F&B) Services: The Hotel F & B Operator (F & B Operator) was procured through a separate process (Contract No. RFQ-MDAD-13-04). The F&B Operator shall cooperate with Hotel Management. The F&B Operator will also provide meals for room service delivery, meals for catering events within the Facilities, and meals at other special events as may be allowed by MDAD. The meals shall be billable to Hotel Management at food cost plus a ten (10) percent mark-up. The Hotel Management shall provide support for the provision of such services, which shall include, but is not limited to, establishment of hours of operations, provision of labor to set up and deliver meals, provision of labor to return dishes, cutlery, and carts to the F&B Operator, establishment of Hotel guest charges, provision and operation of intercompany accounting and interfacing with the Hotel property management system. Cooperation is essential to the Hotel guest experience such that cooperation may not be unreasonably withheld, in the sole determination of the Department, whose decision is final in all matters pertaining to

supporting the Hotel. Hotel Management shall bill guests for room service and catering food service at fair market value plus the allowable ten (10) percent mark-up.

The F & B Operator shall assist/participate with Hotel Management in providing food and beverage and personnel as warranted in the event of a hurricane, or mass migration, natural, or manmade disaster(s) preparedness, and/or response. Such costs are billable at cost plus a ten (10) percent mark-up.

The F & B Operator shall operate the restaurant a minimum of sixteen (16) hours daily, commencing with meal service at 6:00 a.m. until 10 pm. The remainder Facilities may be adjusted to meet demand, as approved in advance by the Department. The F & B Operator shall also operate food and beverage services as assigned, including a meal service for each day-part, from at least two locations, special or catered events, room service, purchasing of food, preparation of meals and general oversight of deliveries of goods and products for the operations.

5. Schedule: Management shall submit weekly schedules of their personnel to the MDAD for review.

#### C. Maintain

Management shall maintain or cause to maintain the facilities pursuant to Department standards, as may be promulgated from time to time. Management shall coordinate and maintain general oversight of deliveries of goods and products for the operations. Management shall provide a comprehensive system (either manual or computerized) subject to prior approval of the Department that will track room repairs and monitor preventive maintenance for the facilities. Room repair information should include type of repair, time and labor expended to do repair and cost of supplies used for repair. Documentation should be retained for at least three (3) years and provided to the Department upon request for review.

Management shall plan, organize and control operations accordance with the annual budget approved by the Department.

### 2.2 Reporting

Management is required to submit an annual operating budget and annual budget of Management's employee expenses. Management is required to submit monthly financial statements such as (profit and loss statement, balance sheet and trial balance). The statements will be reviewed and approved by MDAD staff. The Management Fee is disbursed once the review and approval of the financial statements is completed by MDAD staff. Management is required to submit annual audit reports. Management is also required to provide monthly inventory reports. Other reports may be required; refer to Article 4.07 of the agreement.

### 2.3 Training and Customer Service

- A. Training: Management is required to have a comprehensive training and development program. The program must contain material for employees on customer service, inclusive of service standards and should include methods for responding to customers, complaints, and resolution in a timely basis. It should contain details on each of MDAD divisions within the operation. The program shall be provided for MDAD's review and approval within thirty calendar (30) days of the effective date of the resultant contract.

Management shall participate in MDAD customer service program(s) and airport-wide customer service program implemented by the Department.

#### B. Customer Service

In an effort to support MIA's commitment to world-class customer service, a program was created with the Greater Miami Convention & Visitors Bureau (GMCVB) to enhance the customer service skills of MIA employees.

Management personnel who interact directly with the public (passengers, customers, etc.) shall be required to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the GMCVB, through Miami Dade College School of Continuing Education & Professional Development (details can be made available by contacting 305-237-7494 or at [npineda@mdc.edu](mailto:npineda@mdc.edu)). This service is provided at no cost.

Management shall:

1. Coordinate and implement regular employee customer service training programs, to include employees from Management. The Management will submit its/their customer service-training program within thirty (30) Days of the Lease Effective Date of the Agreement, for the Department's review and approval.
2. Participate in any airport-wide customer service program implemented by the Department.

### **Article 3**

#### **Gross Revenue and Deposits**

#### **3.01 Gross Revenues:**

All Gross Revenues generated from the operation of the Facilities under this Agreement shall accrue to the County. Discounts and allowances pertaining to guest service-related issues if approved in writing and as allowed by procedures accepted and approved by the Department, gratuities, credits and refunds, and reimbursement made to guests and patrons for actual advances and outlays made as an accommodation to said guests and patrons shall be excluded from Gross Revenues. Cashier shortages and undercharges (monies payable and receivable), from the Facilities operated hereunder, shall be netted against cashier overages and overcharges (monies paid and received) not refunded, on a daily basis. At the end of each reporting week if the cashier shortages and undercharges exceed the overages and overcharges, the difference shall be included in Gross Revenues and shall be paid to the County by Management from its own funds.

#### **3.02 Deposits of Gross Revenues:**

Management shall deposit Gross Revenues in a revenue depository account, of and to the credit of the County, in such banks and other depositories as the Department shall designate, in the manner described in the attached Exhibit C. Daily Deposits of Gross Revenues shall be comprised of Daily Deposits and Other Deposits. Wire transfers from traveling agents and others should be deposited into the manager's account. Daily Deposits shall be composed of daily Gross Revenues received in cash, check or traveler's check, credit and debit card vouchers with direct credit to the County's depository account, less any gratuities charged on credit and debit cards and other Department approved media plus any payments due the County from Management from net cashier shortages and undercharges. Daily Deposits shall be made as soon as practical, but not later than the next banking day following receipt of any revenue transactions. Other Deposits shall be composed of: Gross Revenues received in the form of receivables, such as airline and military vouchers when same day or next day "electronic funds transfer" is not available; credit and debit card vouchers not under direct credit to the County's Revenue depository account; and other forms of receivables as shall be approved by the Department. Management shall remit to the County Gross

Revenues, including in Other Deposits as soon as possible, but in no event later than the next banking day following receipt by Management. Duplicate deposit slips for Daily Deposits, properly certified by a cashier or officer of the depository bank, shall be delivered to the Department as an attachment to the corresponding Exhibit D, Daily Sales Summary. Management shall provide the Department supporting documentation indicating the composition of the deposit and a validated deposit slip, and/or proof of wire transfer to the credit to the County's revenue depository account.

### **3.03 Daily Sales Summary:**

Management shall prepare a Daily Sales Summary each day summarizing revenues received or accrued in each revenue classification, sales tax, total revenues, cash over and short, credit card and other receivables net of credit card commissions, net cash deposited and gratuities charged on credit cards generated during the previous day's operations, for each facility, plus other statistical data required by the Department. The Daily Sales Summary, as shown in the form of Exhibit D, shall reflect daily and cumulative totals for each revenue classification accumulated during the course of each seven-day period for each operating unit beginning each Sunday and ending each Saturday. Management shall deliver each Daily Sales Summary, accompanied by a validated deposit slip, to the Department as soon as practical, but no later than 10:00 a.m. on the next banking day following execution of any revenue transaction.

### **3.04 Deposits and Receivables Procedures:**

Revenue deposits and receivables shall be processed in accordance with standard hospitality industry accounting methodology and the normal procedures and controls contained in Management's procedures manuals, as approved by the Department which shall be subject to the required accounting and internal control procedures described in Exhibit B. Management shall provide a month end aged trial balance of accounts receivable by the first of each month for the prior month. Management shall be obligated to actively pursue collection of all accounts receivables and shall be and remain responsible for the amount of same until the Department shall approve a write-off of said receivables.

### **3.05 Manager's Account:**

Wire transfers from outside agencies as contemplated in Sub-Article 3.02 Deposits of Gross Revenues shall be received in the manager's account. The manager's account shall be used solely to receive and hold monies until such time as said monies may be applied to the guest folio. At such time as the funds are applied, funds will be withdrawn from the manager's account and deposited directly into the revenue depository account. The manager's account shall be established for and to the credit of the County, in such bank as the Department shall designate.

### **3.06 Accounts Receivable Adjustments:**

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by Management to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to Management under this Contract. Such retained amount shall be applied to the amount owed by Management to the County. Management shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to Management for the applicable payment due herein.

## **Article 4**

### **Budgets and Reports**

#### **4.01 Annual Operating Budget:**

With the exception of the first year, annually thereafter, but no later than December 1 of (or date to be determined by Department) each year of this Agreement or any exercised extensions, Management shall provide a recommended Annual Operating Budget, Exhibit J for the twelve-month period beginning October 1 of the following year. The Annual Operating Budget including the accompanying percentages and ratios shall be used by the Department and Management as a means of controlling the revenues and expenses of Management and to measure Management's performance under this Agreement. The Annual Operating Budget shall contain all the materials and details required in the Preliminary Budget Estimate, updated to reflect the then-current conditions and circumstances. The Annual Operating Budget shall be presented in a monthly format, in total and by operating unit, with comparisons to the prior year and the current year budget and actual. The Annual Operating Budget and any subsequent amendments thereto, shall be subject to approval by the Department. Management, in making expenditures hereunder, shall not exceed the expenditure percentages and ratios that are approved annually for each line item of the approved Annual Operating Budget without the prior approval of an amendment to said Budget by the Department. Upon request of Management, the Department shall consider, at MDAD's discretion, modifications to the Annual Operating Budget that are reasonably necessary for effective operation and/or beneficial to the financial performance of the hotel. Monthly, in conjunction with the Monthly Financial Statement required pursuant to Sub-article 4.04, Management shall report all deviations from the dollar amounts approved for each dollar line item in the Annual Operating Budget, so that the Department may amend such Budget. In the event that Management is required to make expenditures in excess of the amount included in a monthly increment of the approved Annual Operating Budget because of emergencies or operational necessity such expenditures must be approved by the Department, Management shall make such expenditures and shall promptly advise the Department of such action and the Annual Operating Budget shall be amended to reflect same. Within 10 calendar days of the date of notice of award of this Agreement, Management shall submit to the Department for its consideration a proposed Annual Operating Budget for the first year of this Agreement. Approval of the Annual Operating budget shall not be construed as authority for Management to spend all monies budgeted. Approval of the Annual Operating Budget shall not deprive the County of the right to examine expenditures under this Agreement, including but not limited to expenditures previously approved or authorized in the Budget process, to determine compliance with the terms of this Agreement. The terms of this Agreement cannot be modified or altered by approval of any Annual Operating Budget, and, in the event of a conflict, the terms of this Agreement shall govern the payment obligations of the County.

#### **4.02 Budget – Employee Expenses:**

The Budget provided by Management to the Department shall include a twelve-month period beginning October 1 for the staffing of operations hereunder and reimbursable wage rates and fringe benefits of employees of Management ("Employee Expenses") including the following:

- (a) The total number of Reimbursable employees of Management under this Agreement;

- (b) A classification title and job description of each job to be performed by employees of Management hereunder, including a designation of which classifications are considered management and supervisory.
- (c) The number of employees who will be performing each job classification hereunder;
- (d) The wages or salary to be paid each employee hereunder according to job classification. Provide the pay range for each position using U.S. Department of Labor, Occupational Employment and Wages.
- (e) The fringe benefits (subject to the approval of the Department), such as holidays and holiday pay, annual, sick and other types of leave, health insurance, overtime policy and the like, including the cost of any such benefits provided under another program of the Department.

This section shall be utilized solely to pay for personnel working as employees of Management on this Agreement. Management shall not bill or budget under this section for personnel costs associated with third party vendors under contract to Management. Third party vendors under contract shall be reported as Contract Service as set forth in Exhibit G.

- (f) Health insurance for full time reimbursable employees in accordance with Sub-article 8.15, Purchasing, subject to Department approval.

#### **4.03 Changes in Employee Expenses by Management:**

Management shall not provide, change, alter or modify items (a) through (f) in Sub-article 4.02, without the prior written approval of the Department.

If any such change, alteration or modification results in an increase or decrease in Employee Expenses, then the Annual Operating Budget and Reimbursable Operating Expenses, as defined in Sub-article 5.01, shall be adjusted accordingly by the Department. Upon request of Management, the Department shall consider, at MDAD's discretion, modifications to the Annual Operating Budget that are reasonably necessary for effective operation and/or beneficial to the financial performance of the hotel. Third party contracts for the provision of any of these benefits must be approved by the Department and be cancellable at all times by the Department.

#### **4.04 Monthly Financial Statement:**

As soon as practical, but no later than fifteen (15) calendar days following the close of each monthly period, Management shall provide the Department with comparative Monthly Financial Statements which shall reflect, in detail, budgeted and actual revenue and expense balances and their variances for each individual and consolidated group of revenue and expense centers under the control of Management hereunder. These Monthly Financial Statements shall be accompanied by a monthly and year to date narrative from management explaining the factors that impacted monthly performance, and explanations of all budget variances. The Department may require that these Monthly Financial Statements as well as the quarterly and annual statements reflect costs and expenses absorbed directly or indirectly by the County, such as, but not limited to, utilities, amortization of investments and attributable debt service thereon, foregone rentals at a rate(s) established by the Department, and the like.

**4.05 Monthly Inventory Report:**

As soon as practical, but no later than two (2) business days following the close of each month, Management shall provide the Department with a Summary of Physical Inventories in the form shown in Exhibit E, which shall reflect the opening and closing of physical inventory values for each major category of merchandise, supplies and materials, as well as the net changes in balances. The Department, at its discretion and without notice, may elect to observe and/or participate in inventory taking procedures.

**4.06 Annual Audit:**

As soon as practical, but no later than December 1 of each year of this Agreement, Management shall provide the Department with financial statements for the operations of the Facilities under this Agreement reflecting full disclosure for the annual period ending September 30 of each year and any partial years, and the management letter resulting from a review of the operations, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by the external auditors of the Department or any other firm of qualified independent Certified Public Accountants designated by Department. Following their completion, the Department and Management shall be provided with copies of the audited financial statements and the management letter.

**4.07 Other Reports:**

The Department may require Management to provide other reports generated by Management in the normal course of operations, which may include, but are not necessarily limited to, the following:

- (a) Daily Revenue Comparison Reports
- (b) Marketing Reports
- (c) Maintenance Reports
- (d) Labor Performance Reports
- (e) Exception Reports
- (f) Competitive Pricing Analysis
- (g) Internet search engine comments and review
- (h) Room by Category Inventory
- (i) Other reports to be determined.

**4.08 Related Party Purchases:**

Management is required to provide full disclosure and to seek prior written approval from the Department for all transactions which involve a Related Parties in either a revenue transaction or the purchases of goods and services. "Related Parties" shall mean any business entity in which Management has a direct or indirect ownership interest or in which a parent company or joint venture partner of Management has a direct or indirect ownership interest, irrespective of the percentage of ownership.

As to expense transactions, Management shall provide the following information: dates of transactions, dollar values of transactions, invoice numbers, check numbers, a disclosure of any allowances, discounts or rebates applicable to such transaction(s), the bases for calculating the charge and a description of the relationship of Management with such parties.

As to revenue transactions, Management shall provide the following information: dates of transactions, description of transactions, dollar values of transactions (billing rates as well as cost calculations and support), invoice date and number, payment date and amount. All revenue and receivables transactions shall be processed in accordance with Article 3, Gross Revenues and Deposits to ensure billings, payments and deposits are made on a timely basis.

Allocations of either revenues or expenses which cannot be substantiated to the satisfaction of the Department, in its sole discretion, are expressly prohibited. The County, directly or through its internal or external auditors, reserves the right to inspect the original copies of all applicable documents supporting Related Party transactions, in the possession of Management (and Related Parties, where the relationship is based on ownership), and the methods used for allocating and distributing costs and credits.

#### **4.09 Form of Reports:**

Except where a specific format of reports is elsewhere specified, Management shall keep books of account and other records reflecting the results of operation of the Hotel in accordance with the Uniform System of Accounts for the Lodging Industry, Tenth Revised Edition and generally accepted accounting principles.

### **Article 5** **Cost Reimbursements**

#### **5.01 Reimbursable Operating Expenses:**

Management shall cause all obligations arising from operation of the Facilities to be paid when due. To the extent that such costs are readily discernible as attributable to the operation of Management hereunder, the County shall reimburse Management for all direct costs of operation hereunder, including material costs, payroll and related expenses, variable and fixed controllable and uncontrollable expenses, utilities, audits, capital operating equipment, maintenance, insurance, bond costs, and such other operating expenses approved by the Department or described in the approved Annual Operating Budget. Such expenses, as further defined in Exhibit G hereto, shall be referred to as "Reimbursable Operating Costs". Reimbursable Operating Expenses shall include Employee Expenses as defined in Sub-article 4.02. The County shall not reimburse Management for any Employee Expenses in excess of the amounts set forth in the Annual Operating Budget, except as provided in Sub-article 4.03. It is the intent of this Agreement and specifically this Sub-articles 5.01 and 5.02 below that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement not inconsistent with the terms contained herein.

#### **5.02 Imprest Operating Account:**

The County shall establish, in its name and to its credit, an Imprest Operating Account to be used exclusively for payment by Management by check of Reimbursable Operating Expenses, excluding those

paid from other accounts or funds pursuant to this Agreement. Checks to be issued from this account should not be released to the vendor for payment until such time as the County has approved the expenditure. The County shall approve all expenses reflected in the Annual Operating Budget, including expenses in the budget as may be modified pursuant to and in accordance with Section 4.01 above. Notwithstanding such approval, Management remains responsible for ensuring such expenses were incurred consistent with the duties and obligations of Management under this Agreement and shall remain liable to County for any expenses which are inconsistent with such duties and obligations.

The Imprest Operating Account shall be funded by the County in such amounts as the Department shall deem necessary to ensure that payments are made on a timely basis. The balance of the Imprest Operating Account may be increased or decreased by the Department, from time to time, based on experience. The Department shall designate authorized signatures for this Imprest Operating Account, including County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time.

Bank statements and cancelled checks pertaining to the Imprest Operating Account shall be sent directly to the Department. Said documents shall be picked up by Management from the Department for reconciliation and shall be returned within five (5) business days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

### **5.03 Imprest Payroll Account:**

Management shall establish, in its name and to its credit, an Imprest Payroll Account to be used exclusively for the payment of net payroll costs. The Department, upon the recommendation of Management, shall designate authorized signatures on this Imprest Payroll Account. Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be sent directly to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five (5) business days thereafter.

Bank statements and cancelled checks pertaining to the Imprest Payroll Account shall be sent directly to the Department. Said documents shall be picked up by Management for reconciliation and shall be returned within five (5) business days thereafter. When applicable, Management should utilize electronic computer access to bank accounts and statements to facilitate the timely reconciliation of the monthly bank statement, in which case, the due date of the reconciliation will be adjusted accordingly.

### **5.04 Imprest Checking Account:**

The County shall establish and fund from the Imprest Operating Account, in its name and to its credit, an Imprest Checking Account to be used exclusively for the payment by check for purchases and expenses, which must be paid for on delivery. The balance of such Account shall be in such amount as is deemed adequate by the Department. The Department, upon the recommendation of Management, shall designate those persons authorized to sign checks against the Imprest Checking Account on behalf of Management. The Imprest Checking Account shall be treated from an accounting perspective in the same manner as the Imprest Operating Account.

The Imprest Checking Account shall also be used to pay expenses on approved construction projects.

**5.05 Petty Cash Fund:**

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

**5.06 Invoices for Reimbursable Operating Expenses:**

Invoices for Reimbursable Operating Expenses, other than those subject to the reimbursement procedures contained in Article 5 herein, shall be recorded daily, or such other frequency as the Department may authorize. Information shall be recorded separately for each transaction and shall include vendor name, invoice number, invoice date, invoice amount, net of maximum available purchase discounts, invoice due date, and expense classification in accordance with the Chart of Accounts customarily used by Management and approved by the Department. As soon as practical, but no later than the next working day or such other frequency as the Department may authorize, the Check Register Report and supporting invoices, duly approved by Management, shall be delivered to the Department for preliminary review and approval. The Department reserves the right to solicit additional information pertaining to any invoices which appear to be unrelated to operations controlled by Management or otherwise deemed by the Department worthy of investigation. Except as otherwise specifically provided herein, Management shall not pay any invoices listed on a check register until same are preliminarily approved by the Department. In the event that Management has paid any invoices listed on a Check Register Report which are not subsequently approved for good cause by the Department on a Request for Replenishment as defined in Article 5 herein, Management shall pay the amount of such non-approved invoices into the Imprest Operating Account. If such payment is not made within ten (10) calendar days of the date such payments are disapproved, the Department shall either deduct such amount from the monthly Compensation or invoice Management for such costs and such failure to pay may be deemed by the Department to be a breach or default hereof.

**5.07 Payment of Invoices:**

Following preliminary approval by the Department, pursuant to Sub-article 5.06 above, a check register, along with original supporting invoices, shall be processed by Management for payment in accordance with the normal procedures of Management. Payments shall be made by check or ACH debit drawn on the Imprest Operating Account, paying only approved invoices reflected on the preliminarily approved check register. Management shall maintain separate paid invoices files for operations covered by this Agreement, and said paid invoices files, including supporting documents, such as, but not limited to, purchase orders, shipping and receiving slips and the like, shall be County property, held in fiduciary possession by Management. At the request of the Department, but no less often than quarterly, Management shall deliver to the Department all paid invoices files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

Services obtained from outside vendors should be obtained through sealed bidding, of at least three cost proposals which provides the detailed service, cost per hour/unit, time for completion and a grand total for job. Quotes should include verification by Management of a true business location and license before approval. Copies of all new and renewed contracts must be provided to the Department so expenditures

against those contracts are verified. Also, copies of all quotes should be submitted to the Department in the initial replenishment package.

**5.08 General Change Fund: Not Used.**

**5.09 Payment of Payroll Expenses:**

Each week, or such longer period as shall be agreed to by Management and the Department, Management shall transfer from the Imprest Operating Account to the Imprest Payroll Account an amount equal to reimbursable net payroll costs reflected on the payroll journal of Management for such period. Employee payroll checks and employee direct deposits shall be processed in accordance with the normal procedures and controls of Management, subject to required internal control procedures described in Exhibit B. The Department may, at any time, monitor and audit the paying of reimbursable employee. Payroll checks and employee direct deposits shall only be written against and be accounted for in the Imprest Payroll Account.

**5.10 Account Replenishment:**

The Imprest Operating, Imprest Payroll and Imprest Checking Accounts shall be maintained on an Imprest (i.e. an advance of County funds for County purposes) basis. Disbursements from the Imprest Checking Account shall be listed on Management letterhead indicating check or ACH reference number, date issued, payee, amount, and expense classification, with original copies of invoices, delivery slips and like documents attached. Management shall similarly prepare separate listings of reimbursable disbursements from the General Change Fund or separate petty cash fund, if so authorized, which shall be paid to Management by the County, upon approval by the Department, from the Imprest Operating Account. Replenishment of the Imprest Checking Account by the County shall be made when necessary by check or wire transfer drawn on the Imprest Operating Account, with the respective disbursement listings supported by individual invoices.

**5.11 Replenishment of Imprest Operating Account:**

The Imprest Operating Account shall be replenished by the County, as needed, by check or wire transfer drawn on County banking resources, other than the accounts and funds established pursuant to this Agreement, deposited directly into said Imprest Operating Account. Such replenishment shall be based upon a Request for Imprest Operating Account Replenishment, in the form shown in Exhibit H hereto ("Request for Replenishment"), prepared by Management, covering Reimbursable Operating Costs paid for the seven-day (7) period beginning each Sunday and ending each Saturday.

The Department shall have the right to require the submittal of separate Requests for Replenishment for separate expense categories. Requests for Replenishment shall be submitted electronically by using the Commops/RFR System and shall be an identical copy of the manual Requests for Replenishment packets. Requests for Replenishment of preliminarily approved Reimbursable Operating Costs reflected on check register shall be accompanied by the original copies of corresponding invoices. The County shall only replenish the Imprest Operating Account to Reimbursable Operating Costs supported by invoices or as otherwise provided herein. Any monies paid by Management from the Imprest Operating Account which has not been authorized for replenishment as described herein shall be deposited to the Imprest Operating Account by Management or shall be subsequently deducted from the monthly Compensation by the

Department until such time that such expenditure may be properly authorized. Management shall deliver copies of the Imprest Operating Account check register to the Department within three (3) business days of their production in the ordinary course of operations of Management.

#### **5.12 Requests for Replenishment – Payroll Related Costs:**

In accordance with the pay period frequently approved pursuant to Sub-article 5.09, Management shall prepare a separate Request for Replenishment for reimbursable net payroll costs, in an amount equal to the transfer of reimbursable net payroll costs for the corresponding payroll period from the Imprest Operating Account to the Imprest Payroll Account. Requests for Replenishment covering reimbursable net payroll costs shall be accompanied by the corresponding payroll journal or register as evidence of payment. Periodically, but not more frequently than weekly, Management shall prepare additional Requests for Replenishment from the Imprest Operating Account for the costs of employer paid payroll taxes and employee fringe benefits of Management. Said Requests for Replenishment shall be prepared in accordance with the frequency and timing of the actual expenditures for such employer paid payroll taxes and employee benefits. Such periodic Requests for Replenishment covering reimbursable employer paid payroll taxes and employee fringe benefits, shall be accompanied by photocopies of payroll tax deposits, payroll tax returns, and such other supporting documentation as may be requested by the Department under the circumstances. Management shall not be reimbursed for employee severance pay, or for the costs of fringe benefits not earned or accrued or while an employee has worked for Management other than at the Facilities. Periodically, but no less often than quarterly, Management shall prepare a detailed reconciliation of actual payroll and payroll related costs and deliver same, along with copies of corresponding Requests for Replenishment, and Federal and State quarterly tax returns, to the Department as soon as practical, but no later than 20 calendar days following the close of every calendar quarter.

#### **5.13 Requests for Reimbursement-Uncollectible Credit Charges:**

Each month, Management shall prepare a request for reimbursement for dishonored checks and uncollectible credit card charges, which shall be supported by photocopies of each check and credit card charge claimed (charge back), with a written explanation as to the reason it is uncollectable. Charge-backs which resulted from the failure of Management to use commercially reasonable efforts to apply prescribed procedural controls shall not be reimbursed. Management shall not record the financial effect, nor execute reimbursement for any charge-backs not authorized by the Department. Reimbursements for authorized charge-backs shall be made payable to Management, and shall be recorded appropriately in accounting records.

#### **5.14 Special Requests for Reimbursement-Other Costs:**

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

**5.15 Special Requests for Payment-Management Compensation:**

In accordance with Article 6, Compensation to Management, Management shall submit to the Department on a monthly basis a special request for payment requesting payment for the Management Fee, which shall be accompanied with the following information:

- (a) Letter from Management, on its letterhead and signed by the General Manager, summarizing fee computations, computed in accordance with Article 6, hereof.
- (b) Monthly or Quarterly Financial Statements, as appropriate.
- (c) Monthly and year-to-date financial statement showing actual performance against the Annual Operating Budget-to-date and performance for the same period in the prior fiscal year.
- (d) Submit a narrative explaining variances and impacts to the operations over prior year.

Payments made by MDAD in response to such payment request are referred to as “the Compensation”. The Department shall withhold payment of the monthly Compensation until all the requirements of this Article 5 and are met; including compliance requirements by Management are met.

The Compensation, without limitation, shall be deemed to include, and shall be full and complete payment of: (1) all profit for Management’s operations at the Hotel, (2) all costs associated with remote or home-office support of Management’s operations at the Hotel, (3) all indirect administrative costs associated with Management’s operations at the Hotel, (4) costs associated with professional memberships or continuing education, (5) legal fees and expenses incurred by Management, its vendors, subcontractors, and suppliers, (6) the value of stock options provided to Management employees, if provided, and (7) Management’s corporate staff, allocation of corporate staff or operating expenses related to corporate activities.

**5.16 Management Operations Procedures Manual:**

Management must develop an Operations Procedures Manual within thirty (30) days from the Effective Date. The Procedures Manual will contain all of the specific information regarding the operation at MDAD including but not limited to hours of operation, staffing levels, rates, maintenance schedules, special circumstances, policies and procedures. The contents of the Procedures Manual shall be subject to MDAD approval. Management shall be responsible for operation in accordance with the Procedures Manual. The Procedures Manual may be amended at any time by the Department.

**5.17 Non-Reimbursable Expenses:**

- A. Without limiting or modifying any other provision of this Agreement which may pertain to reimbursement of fees, Management shall not be reimbursed for its expenses as a corporation, partnership or individual (Corporate), of the following and similar in nature, including but not limited to:
  - (a) Any component of the Compensation,
  - (b) Corporate overhead and cost allocations.

- (c) Corporate legal and accounting fees.
- (d) Charitable and political contributions.
- (e) Entertainment, including entertainment for the purposes of business development or client retention.
- (f) Public relations and gifts.
- (g) Any penalties, assessments or fines issued by any court or authorized government entity or agency.
- (h) Employee social functions.
- (i) Employee severance pay and the cost of fringe benefits not earned or accrued during the time of this Agreement or while the employee has worked for Management other than at the Facilities.
- (j) Charge-backs which resulted from the failure to apply controls as described in Article 5, Cost Reimbursements.
- (k) Any other expenses which are for services which do not provide a direct benefit to the MDAD operations of the Hotel.

**5.18 Cash Losses: Not Used.**

**5.19 Prompt Payment:**

Management shall be fully responsible for making prompt and timely payment of all obligations arising out of this Agreement, so as to maximize the potential for available discounts and commissions. All discounts, allowances, premiums and commissions paid or received hereunder shall be to the credit and benefit of the County. Management shall pay from its own funds any penalty, fine or like assessment resulting from any late or delayed payment of an obligation hereunder; provided, Management has not been unduly delayed in making payment of such obligation by action or inaction of the County.

## **Article 6**

### **Compensation to Management**

**6.01 Management Fee:**

The County shall pay to Management as consideration for managing, operating and maintaining the Facilities and providing the services required herein, a Management Fee of 3.2% of Gross Revenues (net of taxes) or \$15,000 whichever is greater, payable monthly throughout the term of the Agreement and any option to renew and extensions. The Management Fee shall be submitted by Management, in accordance with Sub-article 6.01 accompanied with the Monthly Financial Statement as referenced in Sub-Article 4.04.

**6.02 Incentive Fee:**

Where Net Revenue exceeds 6.5 million dollars up to 8 million dollars per year (benchmark), the County shall compensate Management with an incentive fee of six percent (6%) of Net Revenue, payable once per year at fiscal year close. Where Net Revenue exceeds 8 million dollars per year (benchmark), the County shall compensate Management with an incentive fee of ten percent (10%) of Net Revenue, payable once per year at fiscal year close. This fee shall be calculated solely on the portion of performance that surpasses the benchmark threshold.

**Article 7**  
**Personnel****7.01 General Manager:**

Management shall hire and assign, a full-time General Manager (“General Manager”) responsible for the competent performance and fulfillment of the duties and responsibilities of Management under this Agreement and to accept service of all notices provided for herein. The General Manager shall be qualified and experienced in hotel management and must have had at least four (4) years of recent comparable level experience at an urban and or boutique hotel. The General Manager shall have no other duties or responsibilities other than pursuant to this Agreement and shall maintain no office other than within the Facilities. The General Manager shall be subject to approval by the Department, if different than the General Manager named in the Qualification Statement. The Department shall have the right at its discretion to require Management to replace the General Manager without stated cause. Vacations and extended absences by the General Manager shall, be subject to the prior approval of both Management and the Department.

**7.02 Personnel:**

Management shall recruit, screen and employ such full-time and part-time personnel as are required for Management to competently fulfill its obligations under the terms and conditions of this Agreement, subject to the Annual Operating Budget and such other approvals as the Department may require. The Department shall have the right to approve personnel to be employed in designated classifications, including specifically, but not limited to, the assistant general manager and finance manager. To prevent conflict of interest in decision-making due to factors of nepotism, the Department does not approve of the employment of relatives of other employees, or of Management and Related Parties, who may or may not be reimbursable hereunder. For the purpose of this policy "relative" shall mean a parent, foster parent, parent-in-law, child, spouse, brother, foster brother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, or any other family member living in the same household.

**7.03 Personnel Standards:**

Management shall properly control its employees, who shall present a clean, neat, well-groomed and professional appearance at all times, and discharge their duties in a cooperative, courteous and efficient manner. Satisfactory maintenance of these requirements shall be the basis for the continued employment of all employees of Management hereunder. Management shall require all personnel, except non-public contact and managerial employees, to wear visibly on their person, at all times while on duty, a distinctive

name tag identifying the individual by name, as an employee of Management and, if appropriate, displaying an employee number or title. Management shall require all its personnel, except non-public contact and managerial employees, to be properly uniformed. All uniforms are subject to the prior approval of the Department.

#### **7.04 Employment Procedures Manual:**

Management shall, within thirty (30) calendar days following the Effective Date of this Agreement, submit a detailed Employment Procedures Manual covering such policy subjects as, but not necessarily limited to: compensation and its adjustment, hours, promotions, job titles, job descriptions, job assignment criteria, fringe benefits, discipline, including counseling, reprimands and discharge, layoffs, the adjustment of grievances and other matters dealing with terms and conditions of employment. The Employment Procedures Manual shall be subject to review and written approval by the Department, and may be subsequently amended as the Department, on behalf of the County, determines, in its sole discretion, to be necessary or appropriate. Management shall comply with and shall not change any provision of the Employment Procedures Manual without the prior written approval of the Department which approval may be withheld for any or no reason. Management shall take employment actions, which may involve any of the matters described in the Employment Procedures Manual, as the Department may require. In the event additional facilities are added pursuant to Sub-article 1.05 hereof, the Department may require Management to prepare and maintain a separate Employment Procedures Manual applicable only to the employees in such additional facilities.

#### **7.05 Restricted Area Access – Identification Badges:**

Management shall be responsible for requesting the Department to issue identification badges to all employees and other personnel under its control who require access to restricted areas on the Airport as a part of their regularly assigned duties, and shall return the identification badges of all personnel transferred or terminated from the employ of Management or Airport assignment and upon termination of this Agreement. Management shall promptly report to the Department the names of all persons who were employed by Management from whom they were unable to obtain the return of Department issued identification badges. In the event that an identification badge is not returned because of a failure by Management, Management shall pay, from its own funds, the Department's established charge for lost or stolen identification badges. The Department shall have the right to require Management to conduct background investigations, criminal history checks and to furnish certain data on such employees before the issuance of such identification badges, to include the fingerprinting of employee applicants for such badges. Management will be held responsible for any violation by its employees or other personnel under its control of the Airport's security program, Miami-Dade County Code of Ordinances, Chapter 25, Aviation Department Rules and Regulations, Transportation Security Administration Title 49 Code of Federal Regulation (CFR) 1520 and 1542, or Customs and Border Protection Title 19 CFR Part 122, Subpart S.

#### **7.06 AOA – Right to Search:**

It is understood that the Department has a strong interest in maintaining good Airport security and intends to implement increased security measures for companies having access to the Air Operations Area ("AOA") of the Airport. Management agrees that its vehicles, cargo, goods and other personal property are subject to being searched when entering, leaving or while in the AOA or other secured areas of the

airport. Management further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his/her regular duties, to enter the AOA unless and until such employee has executed a written consent to search form acceptable to the Department. Persons not executing such consent to search form shall not be employed by Management pursuant to this Agreement.

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

Management acknowledges and understands that these provisions are for the protection of all users of the airport and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

#### **7.07 AOA – Driver Training:**

Before Management shall permit any employee to operate a motor vehicle on the AOA, Management 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.

#### **7.08 Federal Government Agencies Right to Consent:**

Management understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Government Agencies Inspection Services may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by Management on the Airport. These expenses are reimbursable subject to prior Department approval.

#### **7.09 Employment Related Examinations:**

The Department shall have the right to require Management to use properly validated and lawful tests and procedures as a pre-employment screening mechanism for all or designated classifications of employees to assist Management in determining the accuracy of employment applications and the integrity of employment applicants. The Department may likewise require the use of shopping services, undercover operatives and other investigatory techniques to determine the honesty of employees. In addition, the Department may require Management to have polygraph examinations administered in individual instances, fully in compliance with the requirements and limitations of Federal law.

**7.10 Tips and Gratuities:**

No employee of Management shall be permitted directly or indirectly to solicit tips or request any form of gratuity from anyone unless under a program approved by the Department.

**7.11 Independent Relationship:**

Management is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Management's sole direction, supervision, and control. Management shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Management's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

Management does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

**7.12 Wage Rates:**

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

**7.13 Employee Relations Expenses:**

Management shall not be reimbursed by the Department for any legal or other services with respect to employee relations matters applicable to employees of Management unless prior written approval is granted by the Department.

**7.14 Language Requirements:**

Management shall ensure that all employees in regular contact with the public, as part of their regular duties, are able to understand and communicate in clearly understandable spoken English. English and Spanish must be spoken by at least one employee at each of the Facilities, unless otherwise approved by the Department.

Management shall utilize such tests or procedures satisfactory to the Department to ensure compliance with this provision.

**7.15 Time Clock:**

Management shall provide a recording-type time clock for use by all hourly employees. Management shall require employees to clock in or out within a fourteen-minute span at shift change time; not earlier than seven minutes before, or seven minutes after the specified time, unless some other procedure or time recording device is authorized in approved Procedures Manuals. The Department reserves the right to change or waive the time clock requirement for individuals or classes of employees, where the use of a time clock is not considered practical, cost effective or appropriate.

**7.16 Other Agreements:**

Management shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to increase Reimbursable Operating Expenses for wages or fringe benefits, to modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of Management hereunder or any other matter dealt within the Employment Procedures Manual pursuant to Sub-article 7.04 hereof, or to delegate or assign to any other party the right to make decisions as to such matters.

**7.17 Employees of the Management:**

All employees of the Management shall be, at all times, employees of the Management under its sole direction and not employees or agents of the County. The Management shall supply competent employees. Miami-Dade County may require the Management to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**7.18 Alcohol and Drug Testing:**

Management acknowledges that the County has the obligation to establish a drug free workplace, and to establish policies and programs to ensure Airport safety and security. Management acknowledges that the Department has the right to require users of the Airport, including but not limited to lessees, permittees, licensees, and management companies, to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, Management shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening, based upon reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. Further, to the extent permitted by law, Management shall establish a program for the random alcohol and drug screening of all employees who are authorized, pursuant to this Agreement, to operate any type or kind of vehicle on the airfield operations area (“AOA”). Management shall make good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to Management’s implementation of its obligations hereunder. Notwithstanding the above, Management specifically acknowledges that the Department has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person whom it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

**7.19 Employee Training:**

Management shall, on an ongoing basis, provide effective customer service training programs for all personnel.

**7.20 Use of Public Facilities:**

Management acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. Management shall not permit its employees to

use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

#### **7.21 Passenger Referrals:**

Management shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers and other Airport users to hotels, restaurant, shops or services off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from airport employees and businesses and the possession of referral cards for such businesses shall be *prima facie* evidence of a violation of this provision.

#### **7.22 Employee Covenants Violations:**

In the event Management violates the covenants in Sub-articles 7.20 or 7.21 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to (i) confiscate the employee's Airport identification, (ii) require Management to terminate from employment at the Airport those employees who have individually violated the covenants of Sub-article 7.20 and/or 7.21, and (iii) take action pursuant to Article 18 thereof.

#### **7.23 Other Business Activity:**

Management and its employees shall conduct no other business activity within the Facilities of the Airport, except as specifically authorized herein.

#### **7.24 Verification of Employment Eligibility (E-Verify):**

By entering into this Contract, the Management and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Management affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Management; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If the County has a good faith belief that Management has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Management agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Management shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Management has otherwise complied with its requirements under those statutes, then Management agrees that it shall terminate its

contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Management, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **7.25 Employee Retention:**

The current work force would provide necessary stability and continuity of services to Hotel guest. It is the intent of the County that Management retains individual employees, where warranted, contingent upon having satisfactory performance under the prior agreement. Management shall have an obligation to advise the Department of any changes to personnel employed at the commencement of Management's tenure.

### **Article 8** **Duties and Obligations of Management**

#### **8.01 Standards of Operations:**

The Department shall have the exclusive right to approve, establish and revise prices, and standards for the type and quality of service, maintenance of the Facilities and other matters pertaining to operations and procedures under this Agreement. Management shall periodically make recommendations concerning these matters to the Department; however, the decision of the Department shall be final.

#### **8.02 Revision of Operating Programs:**

The Department has implemented and is planning to implement a number of programs and improvements relating to services provided under management agreements, including, but not limited to, the development of wrap-up bond and insurance programs, joint purchasing arrangements, new point-of-sale and back office computer systems integrated with other computer systems of the Department, joint marketing programs, centralized accounting services, centralized maintenance and custodial services programs, and other programs impacting operations and Reimbursable Operating Expenses. Management shall, when requested by the Department, cooperate fully with the Department and others in the development and implementation of such programs and improvements and all expenses borne by Management in connection herewith shall be either a Reimbursable Operating Expense, or a reimbursable capital cost or a direct or prepaid expense as provided herein. To the extent that such programs serve to modify the terms and conditions of this Agreement, such terms and conditions shall be administratively amended by the Department in the manner and subject to the same requirements as in Sub-article 25.04.

#### **8.03 Policy and Procedures Manuals:**

Unless such already exist, in which case Management shall comply with their requirements, Management shall develop and submit to the Department for its review and approval such policy and procedures manuals, which when approved, shall become the property of the County, as are necessary and appropriate to govern the operation and maintenance of the Facilities and the provision of services hereunder. Such manuals, without limiting the scope thereof, shall cover at least the following:

- (a) Courtesy policies governing the treatment of customers by the front desk, service standards, telephone, porter services and housekeeping departments.
- (b) Marketing reservations and sales department policies
- (c) Guest referral policies
- (d) Refund policies
- (e) Policies related to room service
- (f) Employee Training Manuals
- (g) Accounting procedures
- (h) All manuals and procedures related to point of sale equipment and systems, including but not limited to, those related to cashiers, back office support, and integration with Management's corporate systems and procedures.
- (i) Credit card and check acceptance and denial procedures
- (j) Promotional and travel agent discounts and allowance policies
- (k) Facilities maintenance and cleanliness programs
- (l) Customer Complaints

Once any policy and procedure manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department. The manuals required pursuant to this Sub-article 8.03 and 7.04 shall be developed based on the operation of Management at the Airport pursuant to this Agreement.

**8.04 Prohibiting County and Public Health Trust Employees from Using Products Containing Trans Fats, Resolution No. 456-07:**

Management shall not sell or provide at the designated Premises under this Agreement any pre-packaged, prepared or other foods, including catered foods derived from or containing trans-fats (see <https://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2007/070625min.pdf>). Management shall, periodically review existing inventories and projected products, to assure that only trans-fat free products are being offered for public consumption.

**8.05 Organization Conflict of Interest:**

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other hotels on Miami International Airport property during the term or extension of this Agreement.

**8.06 Commodities and Equipment:**

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

**8.07 Employee Parking:**

The Department shall provide Hotel employees access to the Employee Parking Lot on the Airport's property for all authorized employees of Management, the normal cost of which shall be considered an expense.

**8.08 Injury or Damage:**

In the event of any injury to any person or loss or damage to any property in the Facilities, Management shall immediately notify the Department and promptly furnish copies of relevant reports in connection therewith. Management shall indemnify and defend the County against any claims arising out of any injury or damage, in conformance with the provisions of this Agreement.

**8.09 Vehicle Inventories: Not Used****8.10 Capital Inventories:**

On or before the Effective Date of this Agreement, and thereafter as determined by the Department, but not less often than annually, and on or before termination of this Agreement, the Department and Management will cause an inventory to be taken listing all property with a cost or value in excess of \$1,000 and having a normal useful life in excess of one year, made available by the Department to Management to be used in the operation of the Facilities or otherwise purchased with County funds for use hereunder. Such inventory shall include, but not be limited to, furniture, fixtures, equipment and vehicles. Management shall establish appropriate controls, subject to review and approval by the Department, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Management shall maintain a current and up-to-date capital inventory listing and promptly advise the Department, in writing of all additions to or deletion from the inventory. Following the completion of each inventory required herein, except that required prior to the Effective Date of this Agreement, Management shall pay to the County the net book value of any losses from inventory. Nothing contained herein shall be constructed to authorize Management to dispose of any capital property of the County without the prior written approval of the Department.

**8.11 Complaints:**

Management shall respond promptly and courteously to all complaints received and shall provide the Department with copies of all written complaints and Management's response thereto. Partial or full refunds, in response to complaints, shall only be made in accordance with Department approved policies and procedures.

**8.12 Recovery of Outstanding Accounts: Not Used****8.13 Right to Audit:**

The Department and the auditors of the County (internal and external) shall have the right, without limitation, at any time, to audit, check, inspect and review all operating procedures of Management hereunder and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of Federal income and State sales tax returns, work papers and supporting documents relating to operations of Management hereunder, and other pertinent information as may be determined to be needed or desirable by the Department.

**8.14 Contracts/Agreements:**

Any and all contracts or agreements to be entered into by Management solely to support operations hereunder shall be approved in advance by the Department and shall contain a provision that any such contracts or agreements shall be assignable, upon notice from the Department, to the County or to another party as designated by the Department.

**8.15 Purchasing:**

Management shall solicit no less than three (3) bids or quotes for all purchases of goods. Goods includes but are not limited to such items as guest supplies, office stock, soft and hard goods as well as consumables required in the day-to-day operation for the upkeep of the rooms and delivery of guest service. Purchases of goods in excess of five thousand (\$5,000) dollars shall require said bids when used in the operation of the Facilities hereunder, unless waived by the Department at its sole discretion. Management shall make such purchases from the vendor quoting/bidding the lowest amount, unless otherwise approved by the Department. The Department may require Management to submit a scope of service for services and/or specifications for purchases for prior approval. Management shall maintain all quote information on file and provide to the Department such documentation as the Department may require. At the Department's discretion, selected bids may be required to be submitted directly to the Department.

Services includes but is not limited to such items as insurance, cleaning contractors, security firms, and specialists such as outside contractors hired to perform work, remediation or construction which are required in the normal course of operating the Facilities hereunder. Purchases of services from outside vendors in excess of five thousand (\$5,000) dollars should be obtained through sealed bidding, in response to a scope of work, with a minimum of three (3) bids/cost proposals providing the detailed service, cost per hour/unit, time for completion and a grand total for the job.

Management shall ensure quotes submitted to the Department will include verification of a true business location, appropriate licenses and insurances prior to award and approval. The Department must approve any contract or agreement which management intends to enter into which is in excess of \$5,000.00, prior to Management signing any contract. Copies of all new and renewed contracts must be provided to the Department so expenditures against those contracts are verified. Also, copies of all quotes are to be submitted to the Department with the initial replenishment package.

At the discretion of the Director, the maximum limits for bid requirements for goods and services may be increased to a maximum of \$5,000.00 for goods and \$10,000.00 services.

Nothing herein shall preclude Management from self-performing services if (1) the County, in advance, and at its sole discretion, authorizes such self-performance in writing, (2) Management first solicits no less than three (3) bids for such work and the cost for Management to self-perform such work is less than the lowest bid received. Bids for such work shall be submitted directly to the Department to determine the lowest bid. The County shall have no obligation to approve any request to self-perform work.

## **Article 9**

### **Rights Reserved to the County**

#### **9.01 Rights Reserved to County:**

All rights not specifically granted Management by this Agreement are reserved to the County.

#### **9.02 Rights of County at Airport:**

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to Management for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County, its employees, or agents.

#### **9.03 Rights to be Exercised by Department:**

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

#### **9.04 Right to Regulate:**

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

#### **9.05 Other County Rights:**

Management shall be liable for any physical damage caused to the Facilities by Management, its employees, agents, contractors, subcontractors, vendors, or suppliers. The liability shall encompass: (i) Management's repair of the Facilities, or if the Facilities cannot be repaired, payment to the County of the fair market value replacement cost of the Facilities; and (ii) any other such damages to the County or the Airport arising from the physical damage caused by Management. The County may also initiate an action for specific performance, injunctive relief, or any other cause(s) of action pursuant to applicable law.

## **Article 10**

### **Maintenance by Management**

#### **10.01 Cleaning of Facilities:**

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

**10.02 Repair of Damage:**

Management shall repair all damage to the Facilities caused by Management, its employees, agents, independent contractors or patrons. The Department may, at its option, choose to do the work with its own forces or by contract or to require Management to perform or contract the work, as per 10.06 below.

**10.03 Garbage and Trash Disposal:**

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

**10.04 Maintenance of Utilities:**

Management shall operate and maintain all the components of the electrical distribution, air conditioning, ventilating, fire protection, hot and cold water, and industrial and sanitary sewerage systems and facilities within the boundaries of the Facilities, unless otherwise directed by the Department. The Department reserves the right to make arrangements for emergency maintenance and repair of said systems and Facilities, using its own or contract employees, during nights, weekends and holidays, the costs of which shall be considered operating expenses.

**10.05 Maintenance and Repair:**

Management shall maintain and repair the interior of the Facilities, and shall make all repairs as required in and about the Facilities, including, but not limited to, painting, doors, windows, fixtures, furnishings, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition, subject to ordinary wear and tear.

**10.06 Extraordinary Maintenance:**

Management shall consult with the Department before undertaking any maintenance work which can be reasonably be expected to cost more than \$5,000. The Department may, at its option, choose to have the work done by its own forces or by contract or to require Management to perform or contract the work in accordance with Sub-article 8.15, Purchasing.

**10.07 Alterations and Signs:**

Management shall not alter the Facilities in any way whatsoever, erect any signs nor permit any advertising of any nature without prior written approval from the Department.

## **Article 11**

### **Design and Construction of Facilities**

#### **11.01 Design and Construction-General:**

As authorized pursuant to Section 125.012(24), Florida Statutes, when requested by the Department, Management shall contract for the design and construction of refurbishments, renovations and additions to the Facilities and other facilities designated by the Department which may not be included in "Facilities" hereunder. Management shall at all times follow procedures and requirements established by the Department for design, construction and reimbursement. All design and construction expenses shall be only as provided in a capital improvements budget to be established in accordance with the budget procedures of the Department.

#### **11.02 Design:**

Management shall select and contract with architectural, engineering and interior design firms, subject to the approval of the Department. Design services shall include, unless otherwise authorized by the Department, conceptual planning, artists renderings, plans and specifications and bid documents for equipment, furnishings, construction and demolition. Title to all design plans, logos and themes developed hereunder shall vest in the County and the County shall have the right to use same in such manner as it deems appropriate.

#### **11.03 Award of Construction Contracts:**

Management shall, following approval by the Department and Management of plans and specifications and bid documents, obtain competitive price quotations (bids) from qualified general contractors for construction of the improvements called for by approved plans and specifications and bid documents (Improvements). The construction contracts for the Improvements let by Management shall be subject to prior approval by the Department before they are executed by Management. If the bid of the lowest responsible bidder for any work is excessive, in the opinion of the Department, all bids shall be rejected, and new bids with modifications to the plans and specifications, if necessary, will be requested as determined by the Department. Any rebidding shall also comply with the provisions of this Sub-article 11.03.

#### **11.04 Certain Construction Contract Terms:**

All contracts entered into by Management for the construction of the Improvements shall require completion of the Improvements within a specified time period following the award of the bid and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages and the retention of up to ten percent of construction costs until completion of the contracted work. Management agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby. All contracts for design and/or construction shall include and be subject to all County ordinances or resolutions related to wage rates, small business participation, and employee rights as may be applicable to such design or construction at the time such construction or design is authorized by the County.

**11.05 Improvements Free and Clear:**

The Improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever. Management agrees that any contract for construction, alteration or repairing of Facilities, or for the purchase of material to be used, or for work and labor to be performed shall be in writing and shall contain provision to protect the County from the claims of any laborers, subcontractors or material men against the Facilities or Improvements.

**11.06 Right to Audit:**

The County, through its auditors, internal, external or special, shall have the right to audit the costs of construction of the Improvements, which shall include any Department-approved changes.

**11.07 Imprest Capital Outlay Account:**

At the sole discretion of the County, it may establish, in its name and to its credit, an Imprest Capital Outlay Account to be used exclusively for payment by Management by check for the costs related to the design and construction of Improvements and the acquisition of equipment, pursuant to this Article 11, such payments to be processed in accordance with Article 5, Cost Reimbursements. The Imprest Capital Outlay Account shall be funded by the County in such amount as shall be necessary to pay the costs of design and construction of Improvements when due. The Department shall designate authorized signatures for the Imprest Capital Outlay Account, including such County, Department, and Management representatives as the Department shall deem appropriate and authorize, in writing, from time to time. Bank statements and cancelled checks pertaining to the Imprest Capital Outlay Account shall be sent directly to the Department, with a microfilm copy of said documents to be sent by the bank to Management. Costs of design and construction shall be paid by the Department as provided herein, but shall not constitute a Reimbursable Operating Expense as defined in this Agreement. The cost of non-fixed capital operating equipment acquired as a part of the construction of any Improvements shall be paid as provided herein.

**11.08 Contracts Assignable:**

All design and construction contracts entered into by Management shall be assignable by Management to the County or others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall be relieved from any further responsibility to the County under such design and construction contracts.

## **Article 12**

### **Assignment and Ownership**

**12.01 Consent of the County Required for Assignment:**

The Management 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.

**12.02 Management Agreement Assignable by Department:**

This Agreement and all contracts entered into by Management hereunder shall be assignable by the County

to others as designated by the Department, upon the request of the Department. Upon such assignment, Management shall continue to perform in accordance with the existing terms and conditions. The County shall have no further obligation to Management in the event of such assignment.

### **12.03 Ownership Structure of Management:**

Management shall take no actions which shall serve to transfer or sell majority ownership, or change the management or control of the business entity of Management without the prior written consent of the Department.

### **12.04 Change of Control:**

If Management is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Management which results in a change of control shall be deemed an assignment of this Agreement for purposes of this Article 12. If Management is a partnership, transfer of any interest in the partnership, which results in a change in control, shall be deemed an assignment of this Agreement for purposes of this Article 12.

### **12.05 Authority:**

If Management signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Agreement on behalf Management does hereby covenant and warrant that (i) Management is a duly authorized and existing entity, (ii) Management has and is duly qualified to do business in the State of Florida, (iii) Management has full right and authority to enter into this Agreement, and (iv) each and all of the persons signing on behalf of Management are authorized to do so. Upon the Department's request, Management shall provide the Department evidence reasonably satisfactory to the Department confirming the foregoing representations and warranties.

### **12.06 Franchising:**

The Facilities may not be branded nor franchised without the specific prior written approval of the Department, which approval may be withheld or denied without stated cause. Before such approval can be considered, the terms, conditions and fees of any franchise agreement shall be subject to advance review and written approval of the Department.

## **Article 13**

### **Bonds**

### **13.01 Performance Bond:**

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall provide the County with a performance bond which shall be kept in full force and effect during the terms and conditions of this Agreement and, thereafter, until all financial obligations, reports or other requirements of this Agreement thereunder are satisfied, a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County for the payments required hereunder, in an amount equal to Five Hundred Thousand Dollars (\$500,000.00), plus any state sales taxes as may be applicable and required by law. Such performance bond shall be kept in full force throughout the term of this Agreement and any Extension Periods. The Department, without

prior notice to Management, may draw upon such performance bond, given's failure to perform or breach of this Agreement. The Department may require the Management to increase or decrease the amount of the performance bond during the term of this Agreement or any Extension Periods. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a breach or default recoverable under the bond but shall constitute a breach by Management.

### **13.02 Fidelity Bond: Not Used**

### **13.03 Surety Bonds:**

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida, with the following qualifications as to management and financial strength according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of MDAD Risk Management:

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

- (b) On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. Providing evidence that the surety has twice (2x) the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued.
  2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
  3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury ("Treasury") under .31 U.S.C. §§ 9304-9308.

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

- (c) For contracts in excess of \$500,000, the provisions of this Sub-article must be adhered to, plus the company must have listed for at least three (3) consecutive years or holding a valid Certificate of Authority of at least \$1.5 million dollars on a Treasury list.
- (d) Surety bonds guaranteed through the Small Business Administration or Contractors Training and Development Inc., will also be acceptable.

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

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

The bonds shall be delivered to the Department upon execution of the contract between the Management and the County. The cost of the bond(s) shall be a reimbursable Operating Expense.

#### **13.04 Cancellation of Bonds:**

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

### **Article 14**

#### **Airport Concession Disadvantaged Business Enterprises - Not Used**

### **Article 15**

#### **Indemnification and Insurance**

#### **15.01 Indemnification**

Management shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Management or its employees, agents, servants, partners principals or Subcontractors. Management 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. Management expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Management shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

#### **15.02 Insurance Required:**

Management shall obtain all insurance required under this Article on or before the Effective Date of this agreement and submit it for approval to:

Miami-Dade Aviation Department  
c/o Risk Management  
P.O. Box 025504  
Miami, Florida 33102-5504.

All insurance shall be maintained throughout the term of this Agreement and any Extensions thereof.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Management's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable. Any insurance under this Article may be effected under policies of blanket insurance which cover other properties of Management and its affiliates, and a pro rata portion of such premiums shall be allocated to Hotel on the same basis as allocated to Management's other hotels.

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

- A. Workers' Compensation as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate to include innkeeper's liability. Policy shall include Miami-Dade County as additional insured.
- C. Liquor Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate.
- D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$1,000,000\* combined single limit.

\*Under no circumstances is Management allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

- E. Umbrella/Excess Liability insurance in an amount not less than \$25,000,000 per occurrence. If excess liability is provided must be follow-form over Commercial General Liability, Auto and employer's Liability (including terrorism).
- F. Cyber Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate.
- G. Employee fidelity/Crime insurance minimum \$500,000 per occurrence covering all employees or personnel handling cash/receipts or having access to funds in any hotel account.
- H. Employment Practices Liability \$500,000 per occurrence, coverage to extend to 3<sup>rd</sup> parties customers and vendors.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published 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 a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

MIAMI-DADE COUNTY  
Attention: MDAD Risk Management  
PO BOX 025504  
MIAMI, FL 33102-5504

### **15.03 Certificates of Insurance:**

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

- a) the Management has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-article;
- b) the County is named as an additional insured; and
- c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require Management to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to Management.

### **15.04 Certificates of Renewal:**

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

### **15.05 Certificates of Continuity:**

Management shall be responsible for assuring that the insurance certificates required in conjunction with Article 15, Insurance remain in force for the duration of this Agreement, including any and all Extensions, if applicable. If insurance certificates are scheduled to expire during this Agreement period, Management shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

**15.06 Insurance Company Rating Requirements**

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

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

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

**15.07 Cancellation of Insurance:**

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

**15.08 Other Insurance Indemnification:**

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

**15.09 Management Liable:**

Compliance with the requirements of this Article 15, shall not relieve Management from its liability under any other portion of this Agreement.

**15.10 Right to Examine:**

The Department reserves the right, and upon reasonable notice, to examine the original policies of insurance (including, but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Management agrees to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) Management agrees to provide copies to the Department, at Management's sole cost and expense.

**15.11 Personal Property:**

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

**15.12 Survival of Provisions:**

The provisions of this Article 15, shall survive the expiration or earlier termination of this Agreement.

**15.13 Covered Property/Location:**

Coverage is solely for the Facilities mentioned in this Agreement at Miami International Airport. Management shall not procure or maintain any insurance coverage for the Facilities in which coverage is extended to the Facilities and also any other properties or locations owned or operated by Management.

**15.14 Insurance Audits:**

All annual audits performed by insurance companies for insurances pursuant to Article 15 are to be submitted to the Aviation Department no later than 30 days from receipt from providers. Evidence of the Safety Prevention Program required pursuant to Sub-article 15.14 will be maintained for audit purposes.

**15.15 Safety Prevention Program:**

Management shall establish a Safety Prevention Program which promotes safe practices in the execution of daily work duties and responsibilities with the goal to reduce, and to the extent possible, eliminate work related injuries. The Program shall provide quarterly job safety training to all employees, with written updates to the appropriate policy and procedures manual(s).

**15.16 Workers Compensation EMR Calculations:**

For the purposes of calculating reimbursement to the Management for costs of workers compensation insurance, the Experience Modification Rating (EMR) imposed on the Management, or its subcontractors, or individual classes of employee employed by the Management or its subcontractors, shall be deemed to be one (1) irrespective of the actual rating imposed. For example, if the EMR for the Management is (1.1), reimbursement for workers compensation by MDAD would be calculated as if the EMR were (1), and the Management would be solely responsible for payment to its insurance carrier of the difference in costs between those imposed by the carrier, inclusive of actual EMR, and those reimbursed by MDAD, pursuant to this section. If the Management's EMR is less than (1), the Management shall be reimbursed as if its EMR were (1), and it shall be entitled to keep all such funds in excess of those needed to pay its carrier. Additionally, and notwithstanding anything herein to the contrary, the County shall be entitled to inspect any information or documents relating to workers compensation filed with the State of Florida by or on behalf of Management. Workers compensation premiums in excess of a mod rate of 1.0 as established by the State of Florida are not reimbursable.

**15.17 Reimbursable Policies:**

Management shall not purchase any reimbursable insurance coverage, or any policy which provides for return of any portion of premium based on claims history or avoidance, without the prior written consent of MDAD. If MDAD approves such policy, MDAD shall be entitled to all such reimbursements or returned premiums, without limitation.

## **Article 16**

### **Trademarks and Licenses**

The County may, from time to time, permit Management to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the Performance of this Agreement, which patents, copyrights, trademarks, trade names, logs 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 Management and the Department, on behalf of the County, granting Management 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. The County may likewise license from Management the use of certain trademarks which Management has previously created, without a requirement for the payment of any additional fees or compensation to Management for such license. Failure of the parties to execute a formal license agreement shall not vest neither title nor interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property shall vest in the using party.

## **Article 17**

### **Force Majeure**

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided above, the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

## **Article 18**

### **Default and Termination by the County**

#### **18.01 Events of Default:**

A default shall mean a breach of this Agreement by Management (an “Event of Default”). Without limitation, a default shall include, but shall not be limited to, one (1) or more of the following occurrences:

- (a) Management has violated the terms and conditions of this Agreement;
- (b) Management has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Management’s creditors, or Management has

taken advantage of any insolvency statute or debtor/creditor law, or Management's affairs have been put in the hands of a receiver;

- (c) Management has failed to obtain the approval of the County where required by this Agreement;
- (d) Management has failed to provide reports, records, book of accounts, summaries, or audits as required by this Agreement;
- (e) Management has failed to perform any covenant of this Agreement;
- (f) Management has failed to provide adequate assurances as required under Sub-article 18.05;
- (g) Management has failed to comply with any provision of Article 18;
- (h) Management has failed in a representation or warranty stated herein; or
- (i) Management has received three (3) notices of default, of any kind, within a twenty-four (24) month period.
- (j) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (k) The entering by Management into any agreement, understanding, arrangement, or contract, whether written or oral, for the referral of customers or potential customers to off-Airport facilities.
- (l) The occurrence of any illegal act within the Facilities of which Management had prior knowledge, or could reasonably have been expected to have prior knowledge of.

The specification of the preceding as instances of default shall not be deemed to be an exhaustive list of all potential events of default under this Agreement, and the specification of the preceding shall not be interpreted as excluding by implication any other potential event of default.

## **18.02 Automatic Termination: Not Used**

## **18.03 Habitual Default:**

Notwithstanding the foregoing, in the event that Management has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by Management, on five (5) occasions regardless of whether Management has cured each individual condition of breach or default as provided for in Sub-article 18.01 above, Management shall be determined by the Director to be an "habitual violator". At the time that such determination is made the Department shall issue to Management a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise Management 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 non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to Management,

such termination to be effective upon the seventh (7th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and Management shall have no further rights hereunder. Immediately upon receipt of said termination, Management shall discontinue its operations at the Airport and proceed to remove all its personal property.

#### **18.04 Notice of Default and Opportunity to Cure:**

If an Event of Default occurs, the Department shall notify Management (the "Default Notice"), specifying the basis for such default, and advising Management that such default must be cured immediately or this Agreement with the County may be terminated. Management can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in this Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder. The Default Notice shall specify the date by when Management shall discontinue the services under the initial term period (the "Termination Date"). In the event any portion of this Agreement specifies a shorter cure period, or precludes application of any cure period with respect to any particular default under this Agreement, those other portions of this Agreement shall take precedence over the time periods stipulated in this Section 18.04.

#### **18.05 Adequate Assurances:**

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

- (A) treat such failure as a repudiation of this Agreement; and
- (B) resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

#### **18.06 Termination for Organizational Conflict of Interest:**

The County may terminate this Agreement, effective immediately if Management (including but not limited to affiliates, subsidiaries, and parent companies) operates, maintains, or manages other hotels on airport property during the term of this Agreement or any Extension Period without liability to the other party.

#### **18.07 Termination For Abandonment:**

Except as allowed pursuant to Article 18, this Agreement shall be automatically terminated in its entirety upon the abandonment by Management of the Facilities or the voluntary discontinuance of operations at the Airport for any period of time exceeding twenty four (24) hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, or Act of God that prevents Management's use of the Facilities for the purposes authorized in Article 2. Such termination shall be considered Termination for Cause, and shall entitle the County to all remedies specified in Sub-article 18.08 herein.

**18.08 Termination For Cause:**

The County may terminate this Agreement, effective immediately if: (i) Management fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of Management is convicted of a felony during the term of this Agreement or any Extension Period; or (iv) if Management is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

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

**18.09 Termination for Convenience:**

The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department based on the then existing passenger, airline, or community needs or impacts from such existing Agreement. In such circumstance, the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

**18.10 Actions at Termination:**

Management shall, upon receipt of such Termination Notice, and as directed by the Department:

- (a) stop all work on the Termination Date specified in the Termination Notice;
- (b) take such action as may be necessary for the protection and preservation of the Facilities and other County materials and property;
- (c) cancel orders, provided however, that the County shall reimburse Management for all costs and expenses of such cancellation, provided that Management has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;
- (d) assign to the County and deliver to any location designated by the County any outstanding orders or contracts for goods and services which cannot be cancelled, provided however, that

Management will be compensated for such deliverables that have been specifically developed for the sole purpose of this Agreement, and all outstanding amounts between the parties shall become due and payable; vacate, quit and surrender, and account for the Facilities, support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County, on or before the Termination Date, with such items to be in as good order and condition as they were upon the Term of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted; and

- (e) remove all of its personal property from the Facilities, support space, on or before the Termination Date. Any personal property of Management not removed in accordance with this Sub-article may be removed by the Department for storage at the cost of Management. Failure on the part of Management to reclaim its personal property within thirty (30) days from the Termination Date shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

**NOTE: Any compensation paid pursuant to this Sub-article is subject to an audit.**

#### **18.11 Remedies For County:**

Upon the termination of this Agreement based upon this Article 18, Management shall make a payment on the Termination Date, to the Department of the amount(s) equal to any monies due the Department under this Agreement. This payment is independent of and in addition to any payments, fees, and remedies available to the County under applicable law or this Agreement. Management shall indemnify and reimburse the Department within forty-five (45) days after the date of such termination, an amount equal to Department's costs for any damages to the Facilities, for failure to perform, or any other breach of this Agreement by Management. In the event the County exercises its termination right as provided hereunder, the County shall not be subject to any liability and shall have no further obligations under this Agreement. Management shall also be liable to such other relief as the County may be entitled.

#### **18.12 Holdover Tenant:**

If Management (or anyone claiming through Management) shall remain in possession of the Facilities or any part thereof after the termination of this Agreement, without a written agreement executed by the County, then without limiting the County'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, and Management shall thereafter pay on account of its holdover use and occupancy of the Facilities a sum, at a rate equal to two times (2x) the amount payable monthly as Compensation (the "Holdover Charges"). The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, Management shall remain liable to the County for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the County on account of the holdover considered as mitigation of such damages. The covenant in this Sub-article shall survive the Term and any exercised extensions.

## **Article 19**

### **Termination by Management**

#### **19.01 Termination by Management:**

Management shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement (note: The Department must acknowledge receipt of the notice), without liability to the County, at any time after the occurrence of one (1) 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 remaining in force of said injunction for a period of more than one hundred eighty (180) calendar days.
- (b) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of three hundred sixty five (365) calendar days after receipt of written notice from Management of the existence of such breach.
- (c) 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 premises or any substantial part, or parts thereof, in such a manner as substantially to restrict the Management's operations for a period of one hundred eighty (180) calendar days.
- (d) Suspension of all scheduled passenger flight operations, whether such suspension is due to governmental action, an act of God, the public enemy, or other circumstances for a period of one hundred eighty (180) calendar days.
- (e) If the Facilities are rendered unfit for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, contractors, subcontractors, vendors, or suppliers for a period of ninety (90) days.

Management, in addition to the rights and options to terminate for cause stated above, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon one hundred eighty (180) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of Management. In such circumstance, Management in the event of such termination, Management shall remain liable to the County for claims arising under this Agreement which accrued prior to the date of such termination for convenience, but Management shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income, arising out of such termination for convenience.

## **Article 20**

### **Nondiscrimination**

#### **20.01 Nondiscrimination:**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **20.02 Nondiscriminatory Access to Premises and Services:**

Management, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, ancestry, age, disability or sex shall be excluded from participating in, denied benefits of, or be otherwise subjected to discrimination in the use of the premises, including the construction of any improvements, or services provided by Management; (2) Management shall use 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, Nondiscrimination 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; (3) Management shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) Management shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on Management and assure said requirements are included in those sub-agreements.

#### **20.03 Breach of Nondiscrimination Covenants:**

In the event it has been determined that Management has breached any enforceable nondiscrimination covenants contained in Sub-article 20.01, Nondiscrimination and Sub-article 20.02, Nondiscriminatory Access to Premises and Services above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and Management fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of this Agreement section hereof.

## **Article 21**

### **Damage or Destruction to Facilities**

If the Facilities or a substantial portion thereof are rendered, unfit, or unusable for the use and purpose for which this Agreement is granted, without fault on the part of Management, its employees, agents, or independent contractors, either party shall have the option, without liability to the other party, upon five days' notice in writing, to terminate this Agreement.

## **Article 22**

### **Rules, Regulations, and Permits**

#### **22.01 Rules and Regulations:**

Management shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations. Management shall comply with the requirements of Resolution No. R-148-07, Labor Peace; and this Agreement itself is subject to the Independent Private Sector Inspector General Review provisions of Administrative Order 3-20, as such Administrative order may be amended from time to time, and Sub-article 25.21, "Miami-Dade County Inspector General Review".

#### **22.02 Violations of Rules and Regulations:**

Management represents and agrees to pay, on behalf of the County, any penalty assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments based in whole or substantial part upon a claim or allegation that Management, its agents, employees, contractors, subcontractors, suppliers, or invitees, have violated any law, ordinance, regulation or rule described in Sub-article 19.01 or any plan or program developed in compliance therewith. Any such penalty, assessment, or fine shall not be a Reimbursable Expense. Management further represents that the substance of Sub-article 19.01 shall be included in every contract and other agreements, which Management may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing."

#### **22.03 Permits and Licenses:**

Management covenants, represents, and warrants that it shall be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required by any federal, state, or County governmental entity or judicial body having jurisdiction over Management or its operations and activities, for any activity of Management on the Facilities and for any

actions of Management at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Management's operations and activities on the Facilities and Airport have been obtained and are in compliance. The cost for Permits and License are reimbursable by the Department as set forth in Exhibit G.

## **Article 23**

### **Civil Actions**

#### **23.01 Governing Law-Venue:**

This Agreement, including appendices, and all matters relating to this Agreement (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 in Miami-Dade County.

#### **23.02 Registered Office/Agent Jurisdiction:**

Management, 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 Management is a natural person, both Management and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

## **Article 24**

### **Press Releases and Other Public Communications**

Under no circumstances shall the Management without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Management first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Management and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Management or such parties has been approved or endorsed by the County.

## **Article 25**

### **Other Provisions**

#### **25.01 Payment of Taxes:**

Management shall pay any taxes lawfully assessed against Management arising out of its operations hereunder; provided, however, that Management 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 a default, pursuant to Article 18.

#### **25.02 No Possessory Interests:**

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

#### **25.03 Rights To Be Exercised by Department:**

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

#### **25.04 Administrative Modifications:**

It is understood and agreed that the Department, upon written notice to Management, shall have the right to modify administratively and to revise the budget, revenue processing, reimbursement, replenishment and payment procedures, contained in Articles 3, 4 and 5, other technical requirements hereof, and the exhibits hereto; provided, however, such revisions shall not have a materially adverse effect on the right of Management to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the funds and assets of the County.

#### **25.05 Approvals:**

Wherever in this Agreement approval by the County or Department is required, the County or the Department may approve or disapprove same without providing a stated cause for such action.

#### **25.06 Security:**

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

#### **25.07 Rights of County at Airport:**

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

**25.08 Federal Subordination:**

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

**25.09 Severability:**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**25.10 Authorized Uses Only:**

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

**25.11 No Waiver:**

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

**25.12 Right to Regulate:**

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

**25.13 Nature of the Agreement:**

a) 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 the Parties hereto or their authorized representatives.

b) Management shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

c) Management acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Management shall perform the same as though they were specifically mentioned, described, and delineated.

d) Management shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

e) Management acknowledges that the County shall make all policy decisions regarding the Scope of Services. Management agrees to provide input on policy issues in the form of recommendations. Management shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. Management agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **25.14 Inspections:**

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

#### **25.15 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.

#### **25.16 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.

#### **25.17 Manner of Performance:**

a) Management shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Management in all aspects of the Work. At the request of the County, Management

shall promptly remove from the Project any Management's employee, Subcontractor, or any other person performing Work hereunder. Management agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Management.

b) Management agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Management's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Management's personnel as used in this Article shall not require the termination and/or demotion of such Management's personnel.

c) Management always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. Management agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) Management warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) Management shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

f) Management shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

## **25.18 Supplier/Vendor Registration/Conflict of Interest**

### a) Supplier/Vendor Registration

Management shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Management'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:

- **Identification of individual account records**
- **Payments to individual/Management for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

Management confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

- b) **Conflict of Interest and Code of Ethics**  
 Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

### **25.19 Notice Requirements:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

#### **(1) To the County**

- a) Director  
 Miami-Dade Aviation Department  
 Post Office Box 025504  
 Miami, Florida 33102-5504

and

- b) to the Contract Manager:

Miami-Dade County  
 Strategic Procurement Department  
 Attention: Chief Procurement Officer  
 111 NW 1st Street, Suite 1300  
 Miami, FL 33128-1974  
 Phone: (305) 375-4900  
 Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

#### **(2) To the Management**

Management Name: Driftwood Hospitality Management II, LLC  
 Attention: David Buddemeyer

Address: 11770 US Highway One, Suite 202, North Palm Beach, FL 33408  
Phone: 561-207-2700  
E-mail: dbuddemeyer@dhmhotels.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.

## **25.20 Conflict of Interest:**

The Management represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Management in this Agreement. This Agreement is entered into by the Management without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Management directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Management or to the best of the Management's knowledge any Subcontractor or supplier to the Management.
- c) Neither the Management nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Management shall have an interest which is in conflict with the Management's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Management provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Management has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Management shall promptly bring such information to the attention of the Project Manager. Management shall thereafter cooperate with the County's review and investigation of such

information and comply with the instructions Management receives from the Project Manager regarding remedying the situation.

**25.21 First Source Hiring Referral Program (“FSHRP”)**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Management, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida (“CSSF”), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, Management is free to fill its vacancies from other sources. Management will be required to provide quarterly reports to the CSSF 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 Management 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

**25.22 Miami-Dade County Inspector General Review: Not Used**

**25.23 Public Records and Contracts for Services Performed on Behalf of Miami-Dade County:**

Management shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Management upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida’s Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF MANAGEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGEMENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, JORGE MIHAIC (305) 876-0933; JMIHAIC@FLYMIA.COM; MIAMI-DADE**

**AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES,  
P.O. BOX 025504, MIAMI, FLORIDA 33102-5504**

**25.24 Living Wage – Not Applicable**

**25.25 Federal, State, and Local Compliance Requirements**

As applicable, Management shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Management is certifying that the Management is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

The Management shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Management for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Management. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Management prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Management shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Management, constitute a violation of any law or regulation to which Management is subject, including but not limited to laws and regulations requiring that Management conduct its operations in a safe and sound manner.

#### **25.26 Federal Aviation Administration (FAA) Special Provisions**

Exhibit O, attached hereto and incorporated by reference, outlines the provisions currently required under applicable Federal Aviation Administration (FAA) guidelines. The Management shall comply with the terms of Exhibit O as amended from time to time. The Mayor or the Mayor's designee shall have the authority to administratively update Exhibit O to reflect revisions, additions, or removals of required FAA provisions as issued through official FAA guidance, without the need for formal amendment to this agreement. Any such administrative updates shall be provided in writing to the Management through an updated version of Exhibit O. Such updated version of Exhibit O shall be identified as Exhibit O.1, with each updated Exhibit O thereafter being identified by successive numerical identification (i.e., Exhibit O.2, Exhibit O.3, and so on) with the latest numerical version of Exhibit O governing unless otherwise specified.

#### **25.27 Miami-Dade County United States Soccer Federation 2026 World Cup**

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Agreement, Management shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Management's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Management, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Management shall have the right, upon written notice to the County within five (5) Days of receipt

of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Management shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Management does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

#### **25.28 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the “Contract”), as applicable, the Management is obligated to comply with the provisions of Section 787.06, Florida Statutes (“F.S.”), “Human Trafficking,” as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Management providing an affidavit that it does not use coercion for labor or services. This attestation by the Management shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the “Affidavit”) and must be executed by the Management and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Management submits a false Affidavit pursuant to Section 787.06, F.S., or the Management violates Section 787.06, F.S., during the term of this Contract, even if the Management was not in violation at the time it submitted its Affidavit.

#### **25.29 Shared Tenant Services**

- A. SHARED TENANT SERVICES:** MDAD reserves the right to require Management to utilize Shared Tenant Services during the term of this Agreement on a paid subscription basis. Management shall: (1) limit the access to only the area within the Licensed Area; (2) not interfere with any other equipment of the Miami Dade Aviation Department or other tenants or Concessionaire; (3) have the sole responsibility, at its own cost and expense, for fully complying with any and all applicable present and future rules, regulations, Policies, restrictions, ordinances, statutes, laws and or orders of any state, local or federal government; and (4) comply at its own sole cost and expense with all applicable present and future privacy laws from any governmental organization (US or foreign) as may be amended from time to time. Management shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws and or orders.

The Management shall sign Exhibit N - Telecommunications Systems / Services – Airport Rental Agreement, within seven (7) days of the executed Agreement date, in order to comply with the Shared Tenant Services requirement.

**25.30 Payment Card Industry Data Security Requirements:**

Management shall adhere to Payment Card Industry (PCI) Data Security requirements. Management is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

Management shall provide business continuity in the event of a major disruption, disaster or failure. Management will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, Management shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

Management shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Management shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Management shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action

**25.31 Payment Card Industry Data Security Compliance:**

The Management shall comply with the Payment Card Industry Data Security Standards in effect throughout the term of this agreement. The Management shall utilize the County's PCI compliant system, equipment, hardware, and software.

**25.32 Eliminating the Distribution of Single-Use Plastics and Polystyrene Items to Consumers on County Property**

By entering into this contract, the Contractor is precluded from distributing single-use plastics and polystyrene items to consumers in such forms including, but not limited to, straws, containers, utensils, beverage bottles, stirrers, and bags, in accordance with County Resolution No. [R-1030-24](#). Prepackaged foods such as ready-to-eat meals and snack packs are excepted from this preclusion.

**25.33 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 Management 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.

**25.34 Assurances in all Concession Agreements and Management Contracts**

(1) This agreement is subject to the requirements of the U.S. 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 lease agreement, or other agreement covered by [49 CFR part 23](#).

(2) 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.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date shown on the first page of the Agreement.

Contractor

Miami-Dade County

By:   
(Signature)

Name: DAVID BUDDEMEYER

Title: PRESIDENT

Date: 2/2/2026

Attest:   
Corporate Officer

BRYAN POSTEMA

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Daniella Levine Cava

Title: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Juan Fernandez-Barquin  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

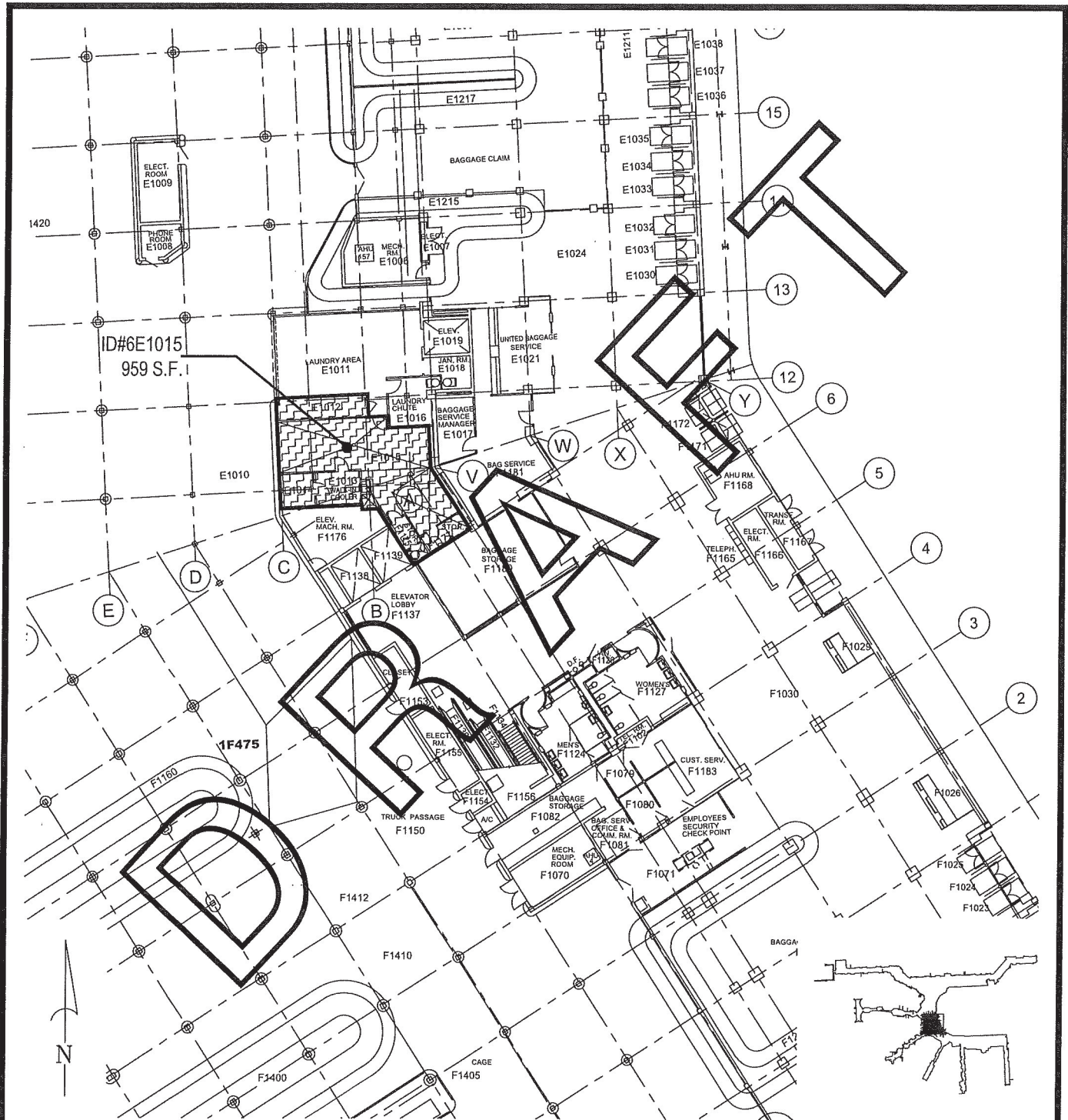
Print Name: \_\_\_\_\_

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney


## Facilities

DESCRIPTION	SQ.UARE FEET	PAGE NO.
Terminal E, 1 <sup>st</sup> Floor, Receiving Storage, ID# 6E1015	959 SF	2
Terminal E, 1 <sup>st</sup> Floor, Elevator area, ID# 6E1094	227 SF	3
Terminal E, 2 <sup>nd</sup> Floor, Hotel Lobby, ID# 6E2115	3,916 SF	4
Terminal E, 2 <sup>nd</sup> Floor, Hotel lobby, ID# 6E2116	200 SF	4
Terminal E, 2 <sup>nd</sup> Floor, A/C Support, ID# 2E2643	286 SF	5
Terminal E, 3 <sup>rd</sup> Floor, Rooms, ID# 6E3115	19,228 SF	6
Terminal E, 4 <sup>th</sup> Floor, Rooms, ID# 6E4120	21,913 SF	7
Terminal E, 5 <sup>th</sup> Floor, Rooms, ID# 6E5120	21,913 SF	8
Terminal E, 6 <sup>th</sup> Floor, Rooms, ID# 6E6120	21,753 SF	9
Terminal E, 7 <sup>th</sup> Floor, Rooms, ID# 6E7200	12,283 SF	10
Terminal E, 7 <sup>th</sup> Floor, Hotel Conference Center Rooms, A/C, ID# 6E7494	8,418 SF	11
Terminal F, 1 <sup>st</sup> Floor, Maintenance Shop, ID# 6F1536	1,841 SF	12
Terminal F, 3 <sup>rd</sup> Floor, Hotel Housekeeping area A/C, ID# 6F3140	1,069 SF	13
Terminal F, 3 <sup>rd</sup> Floor, Hotel Accounting Offices, A/C Space, ID# 2F3070	2,028 SF	13
Terminal F, 3 <sup>rd</sup> Floor, Hotel Breakroom, ID# 3F3080	1102 SF	14
Terminal F, 3 <sup>rd</sup> Floor, Hotel Storage Room, ID# 3F3088	511 SF	14
Water and Sewer, A/C, MTR.# M3000D	N/A	N/A
Water and Sewer, CC-F, MTR.# M300DH	N/A	N/A
Eighth Floor- Future Development Opportunity	TBD	N/A



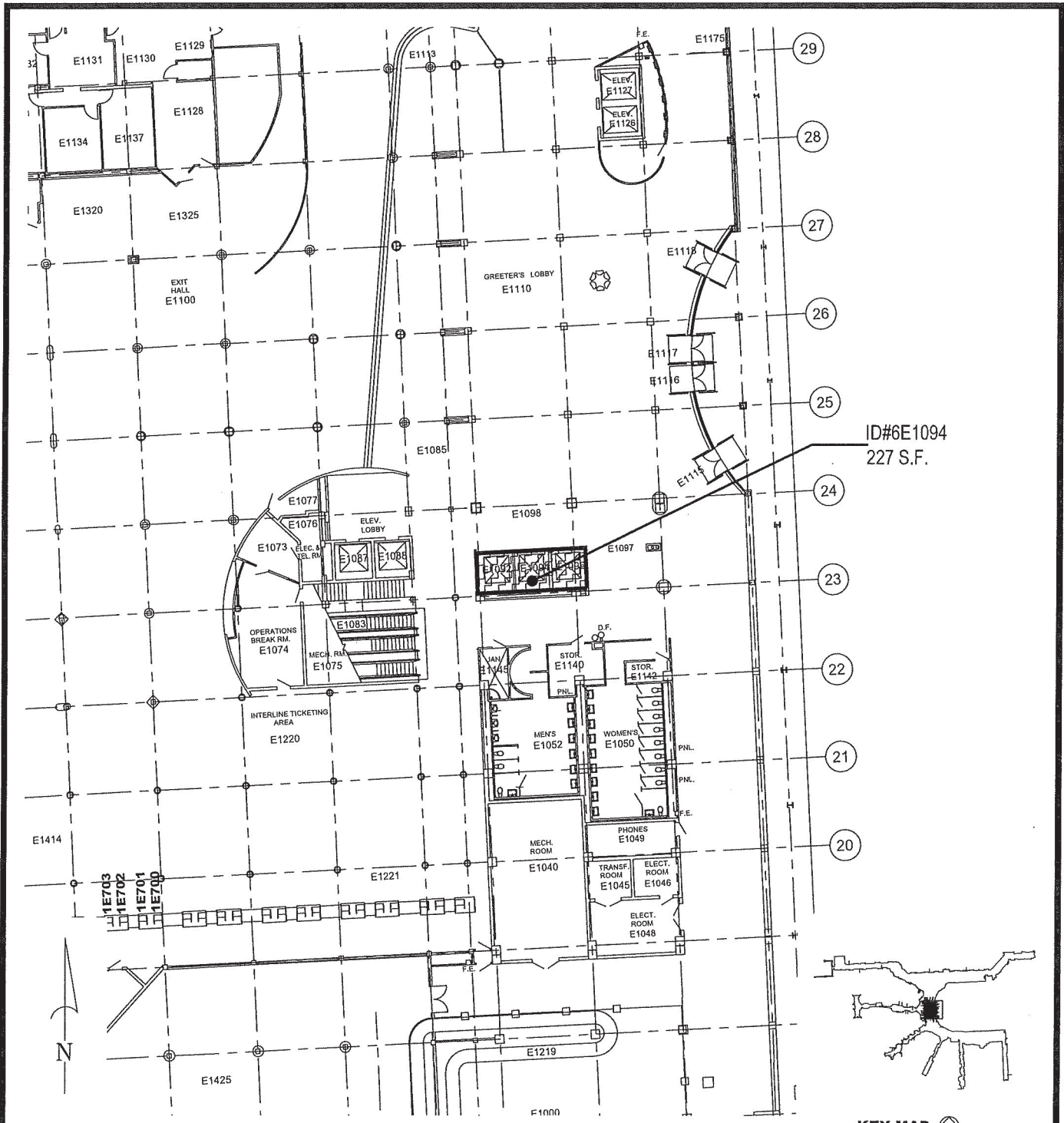
Terminal E - First Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/Other Revenue Producing Space	959
		959
SCALE: 1/32" = 1'-0"	FILE #: 5946	DATE: 10/14/2015


MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**  
**MIAMI DADE AVIATION  
 DEPARTMENT**



Terminal E - First Floor

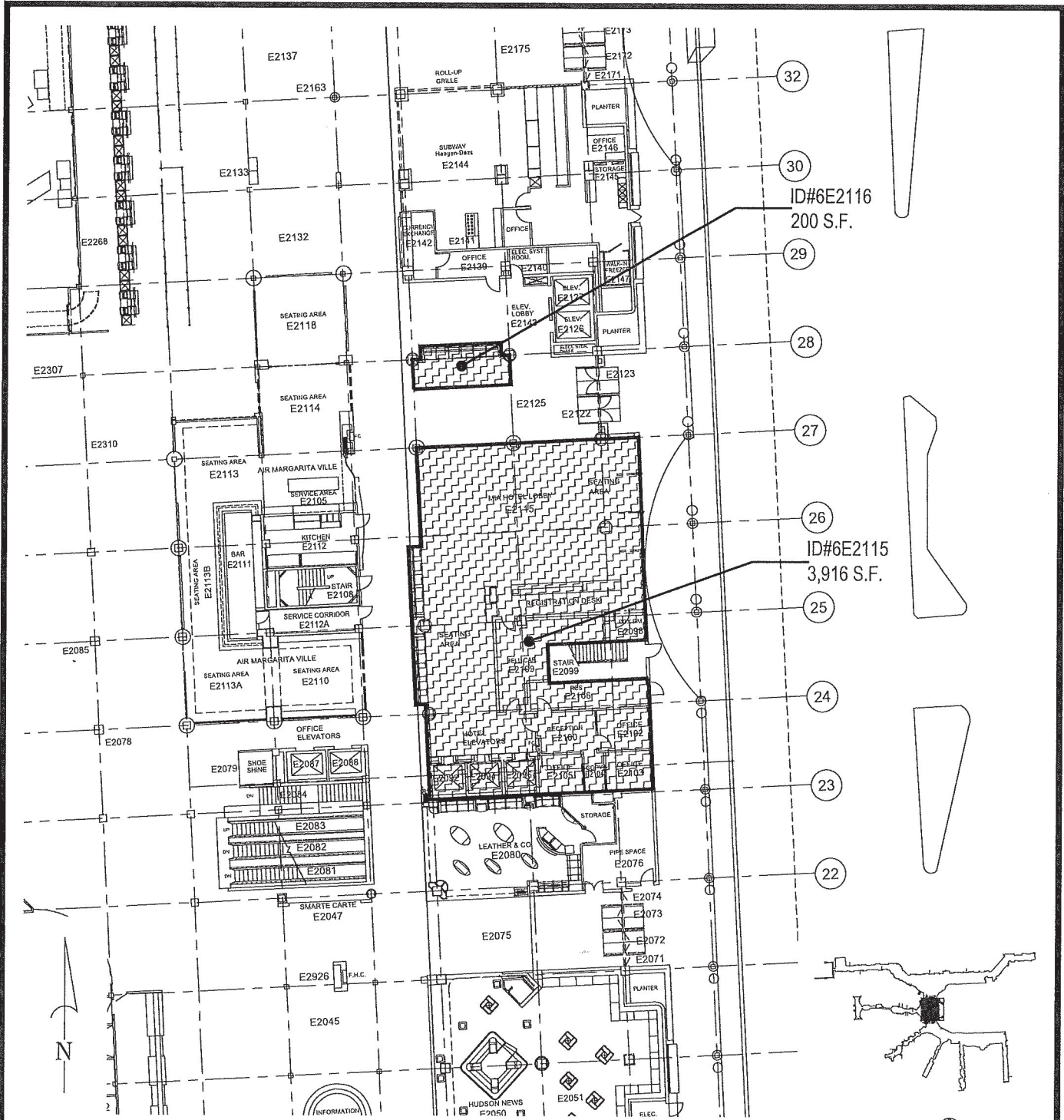
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/Other Revenue Producing Space	227
		227
SCALE: 1/32" = 1'-0"		FILE #: 6076
		DATE: 10/01/2016

MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**

**- HOTEL - MIA**



Terminal E - Second Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/Other	4,116
	Revenue Producing Space	

MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

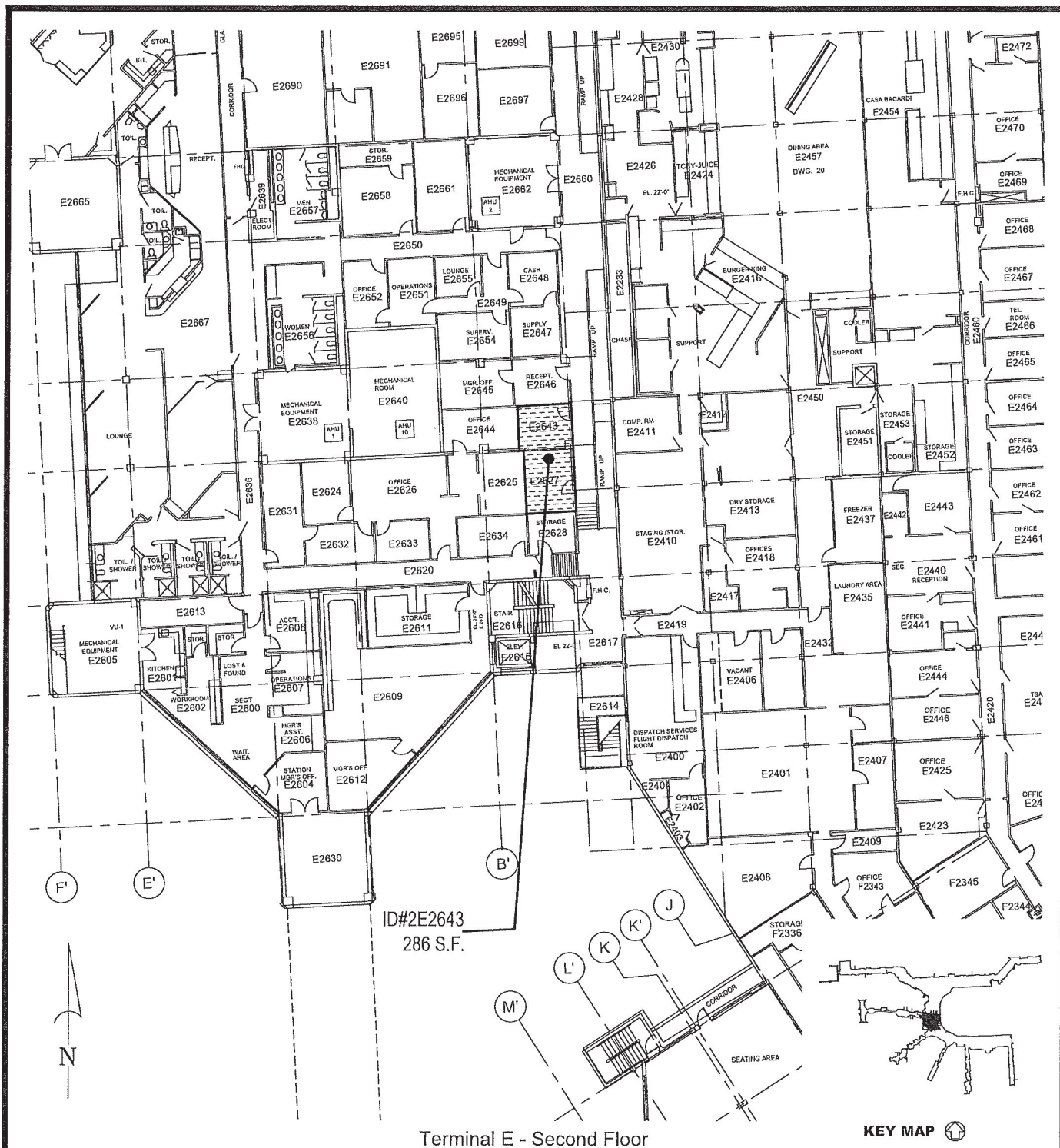
- HOTEL - MIA

4,116

SCALE: 1/32" = 1'-0"


FILE #: 5932

DATE: 2/08/2017



Terminal E - Second Floor

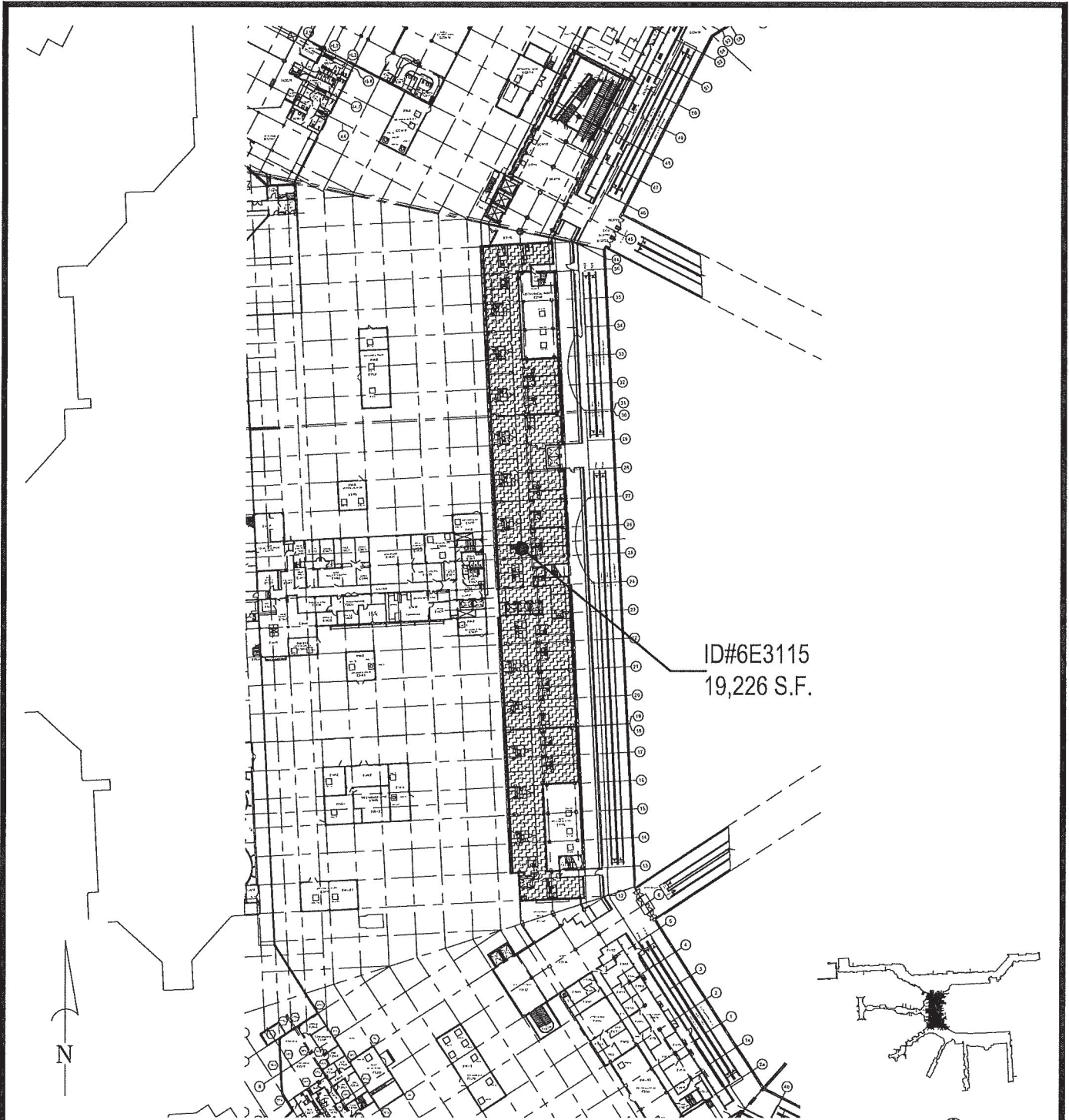
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	286
		286

MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT


**EXHIBIT A**  
**- HOTEL - MIA**

SCALE: 1/32" = 1'-0"      FILE #: 6724      DATE: 10/01/2015



Terminal E - Third Floor

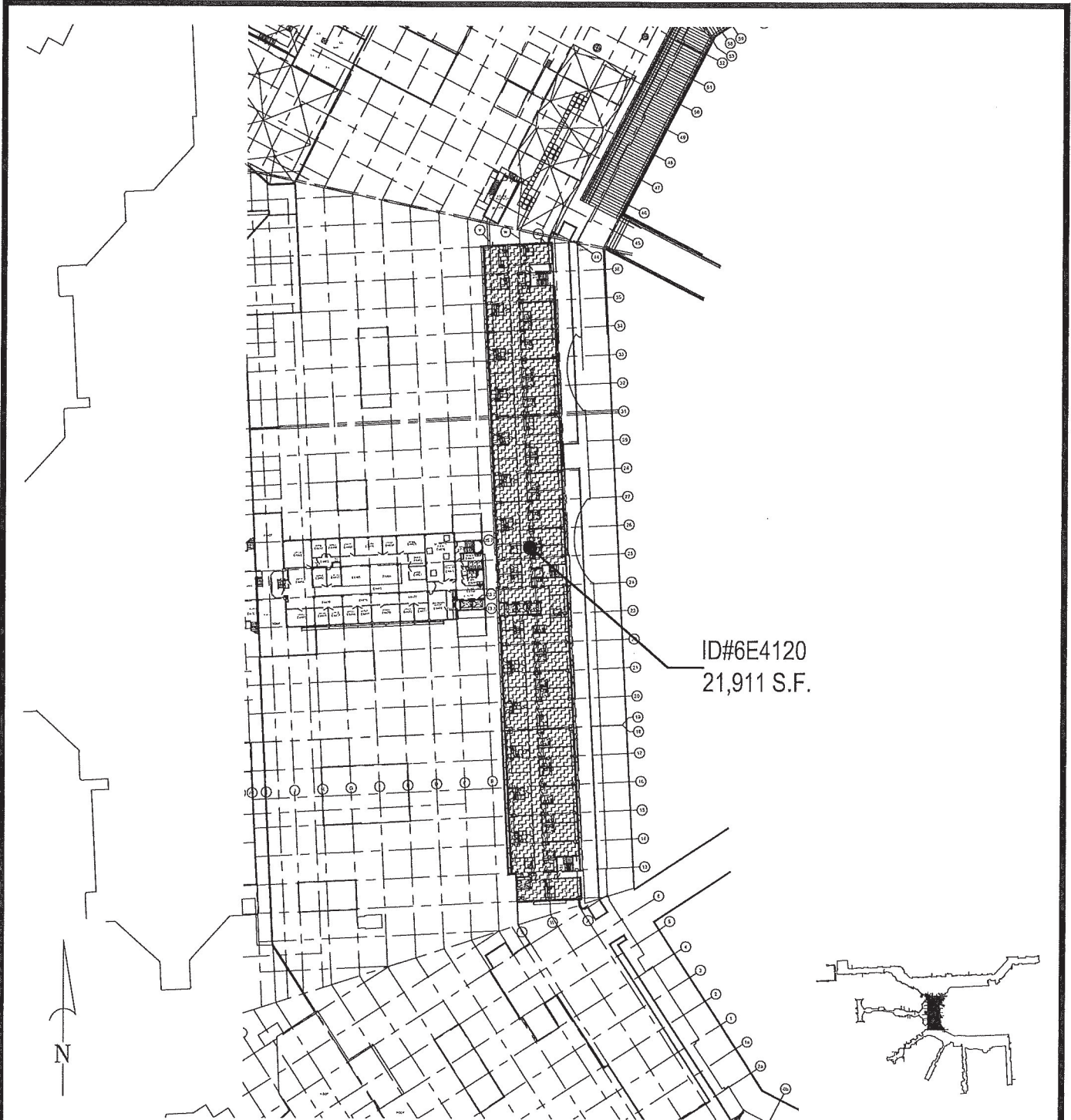
KEY MAP 

CODE:	SPACE CLASS	SQ. FT.
	Concession/ Other Revenue Producing Space (Hotel)	19,228
		19,228

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**  
**- HOTEL - MIA**

SCALE: 1" = 100'      FILE #: 1590      DATE: 10/01/2015



ID#6E4120  
21,911 S.F.

Terminal E - Fourth Floor

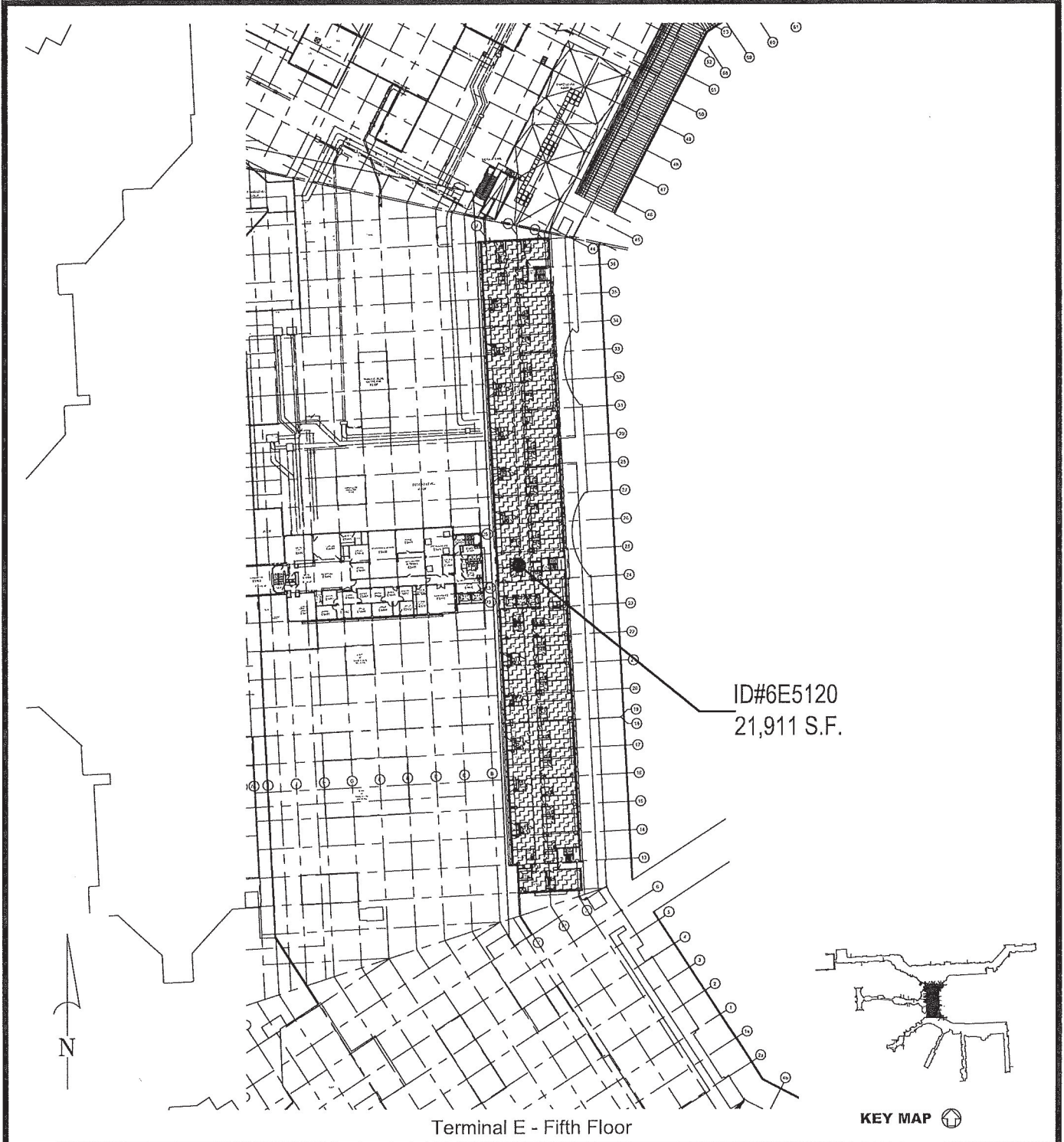
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/ Other Revenue Producing Space (Hotel)	21,913
		21,913

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A  
**- HOTEL - MIA**

SCALE: 1" = 100'    FILE #: 1591    DATE: 10/01/2015



Terminal E - Fifth Floor

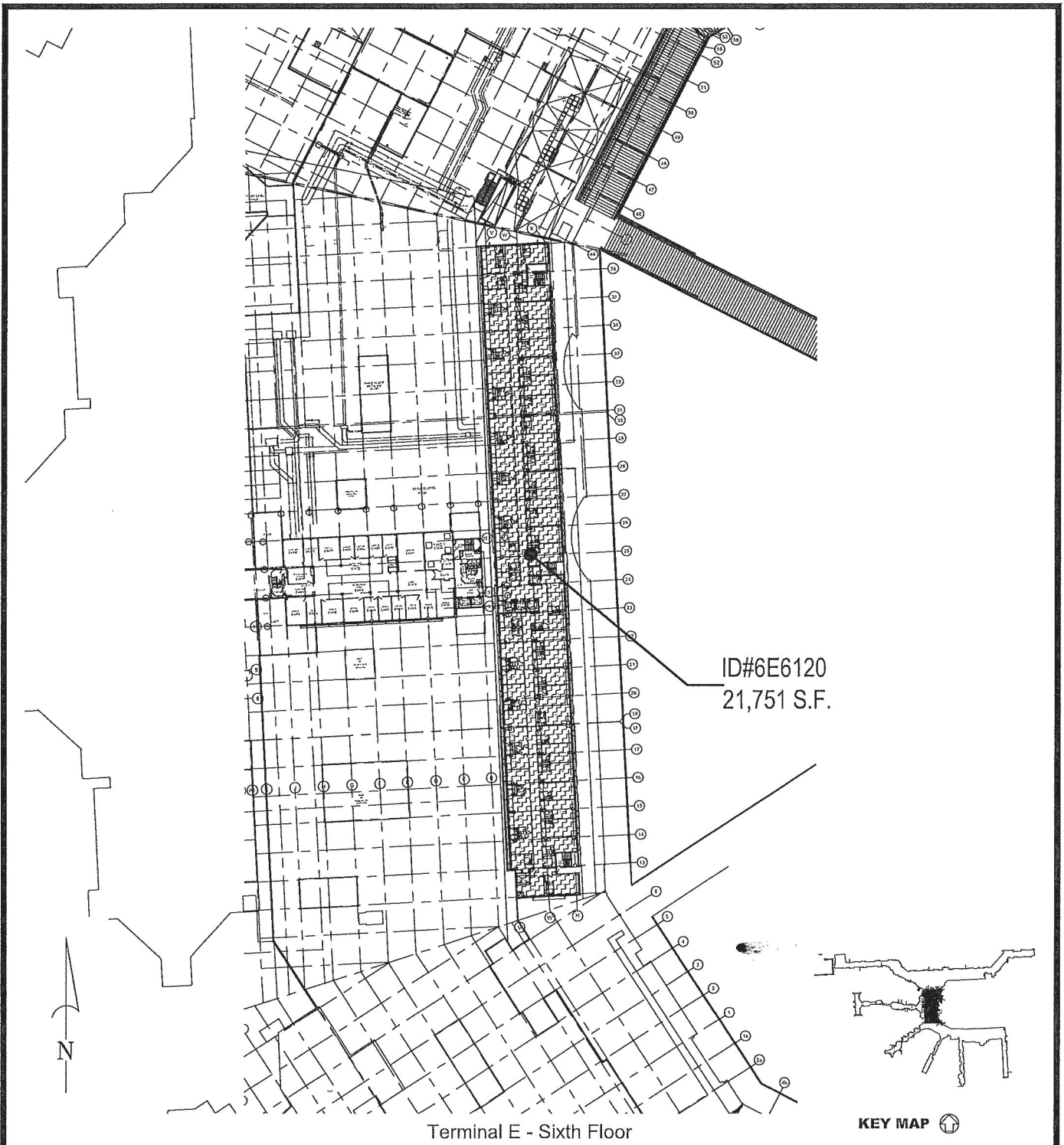
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/ Other Revenue Producing Space (Hotel)	21,913
		21,913

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT


**EXHIBIT A**  
**- HOTEL - MIA**

SCALE: 1" = 100'      FILE #: 1592      DATE: 10/01/2015



Terminal E - Sixth Floor

KEY MAP 

CODE:	SPACE CLASS	SQ. FT.
	Concession/ Other Revenue Producing Space (Hotel)	21,753
		21,753

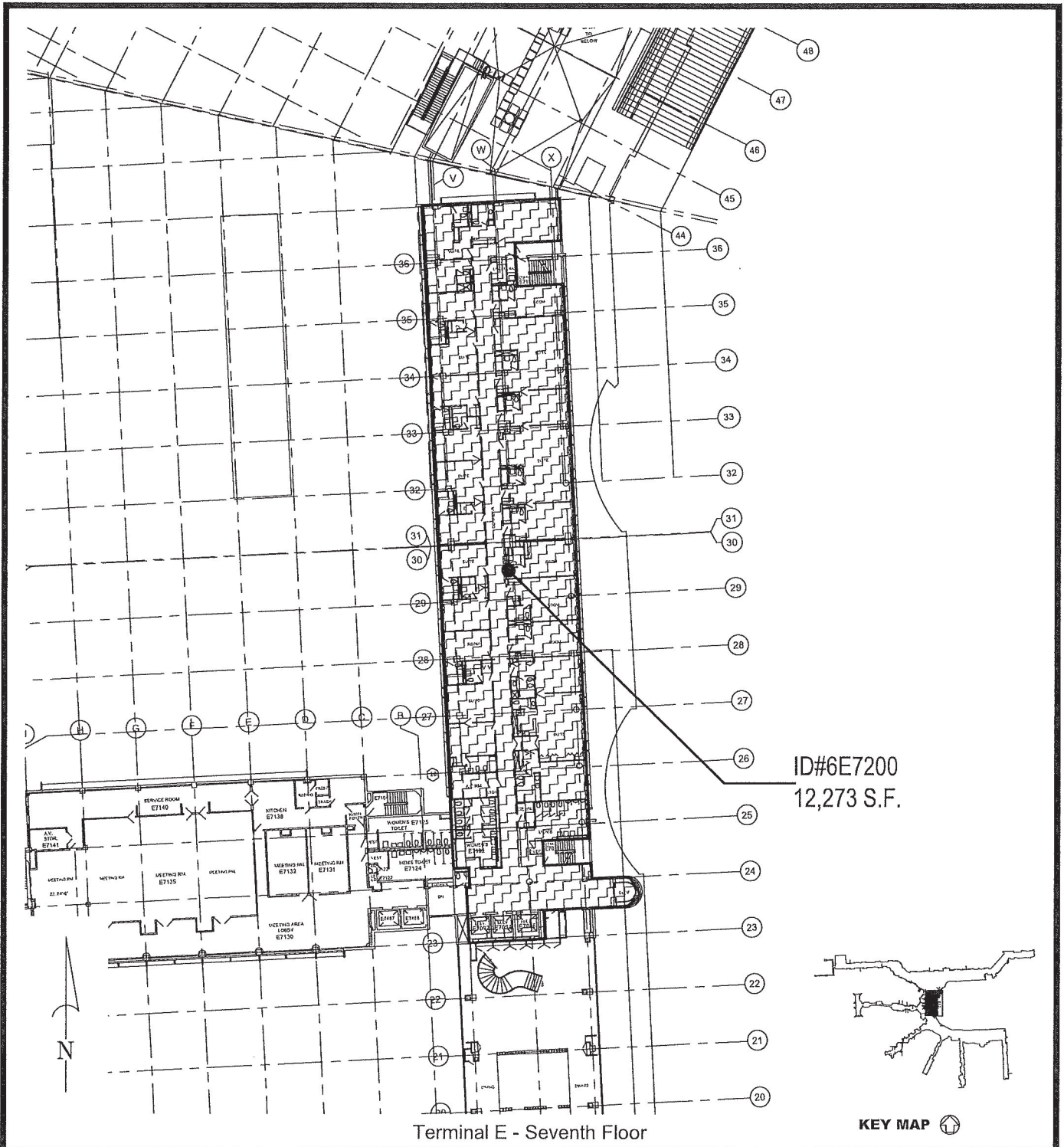
MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**  
**- HOTEL - MIA**

SCALE: 1" = 100'

FILE #: 1593


DATE: 10/01/2015

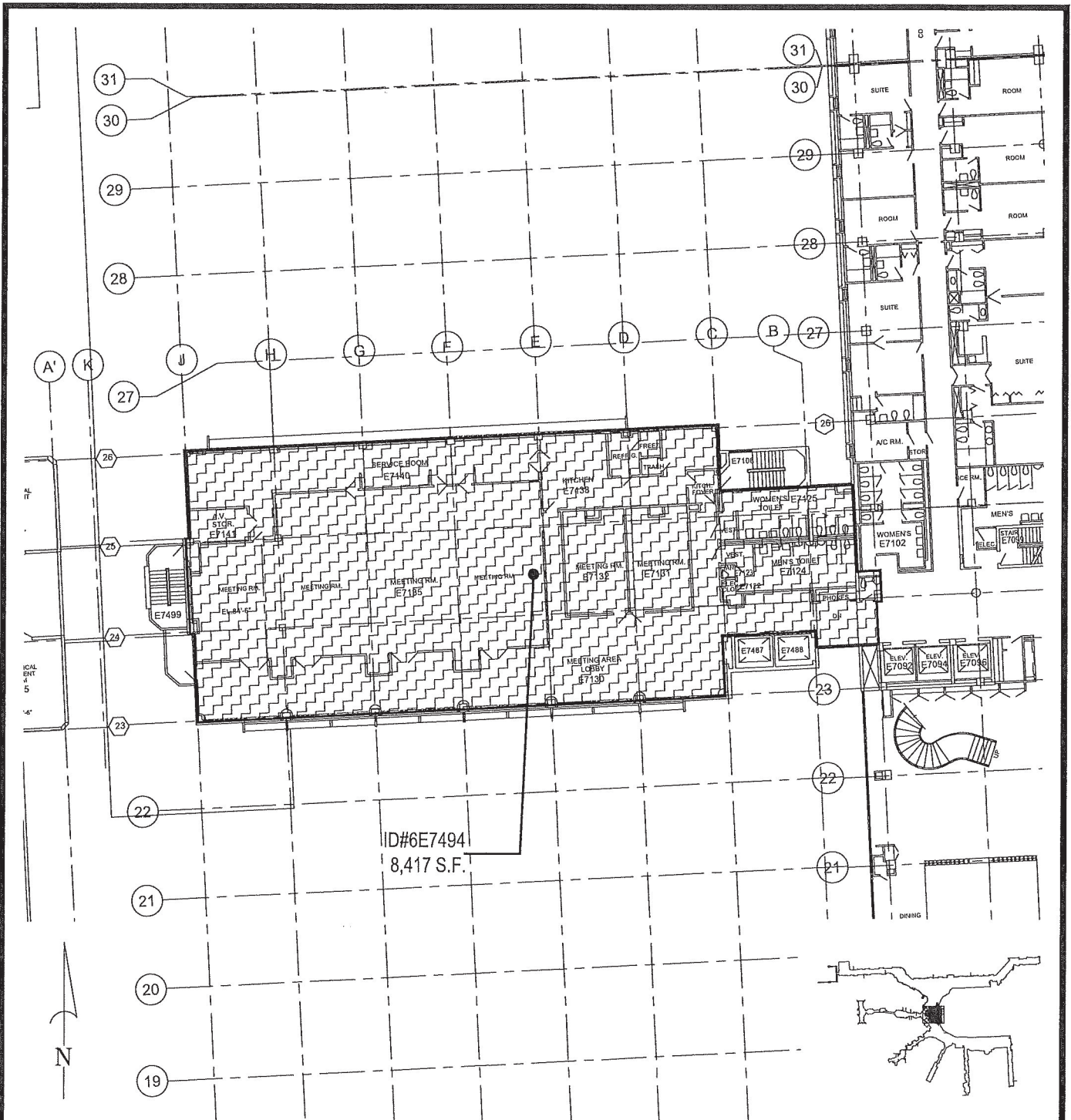


ID#6E7200  
12,273 S.F.


Terminal E - Seventh Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.	MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT
	Concession/ Other Revenue Producing Space (Hotel)	12,284	
		12,284	<b>EXHIBIT A</b>
			<b>- HOTEL - MIA</b>
SCALE: 1" = 50'	FILE #: 1594	DATE: 10/01/2015	



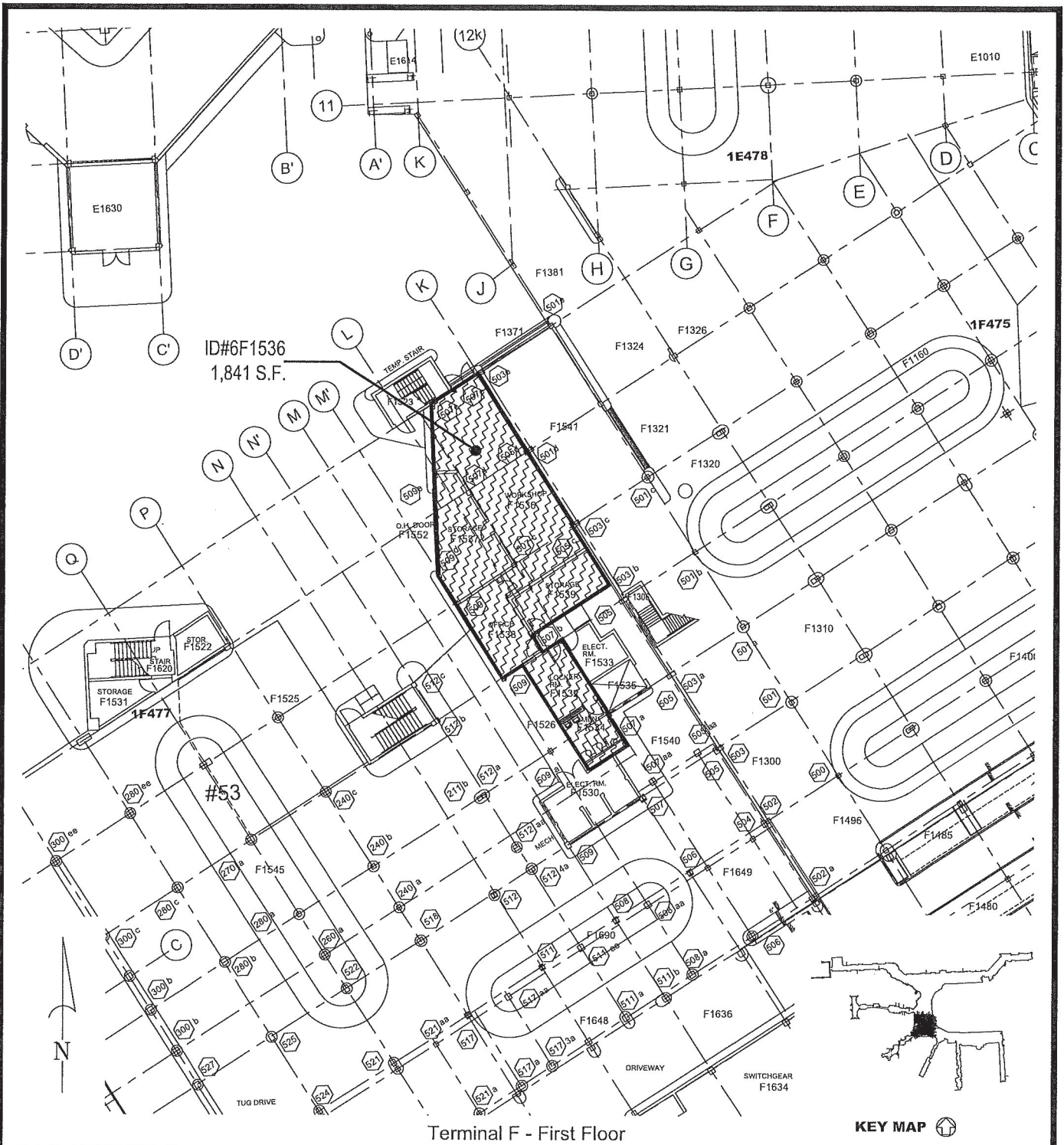
Terminal E - Seventh Floor

CODE:	SPACE CLASS	SQ. FT.
	Concession/ Other Revenue Producing Space (Conference Center)	8,418
		8,418

MIAMI DADE  
 AVIATION DEPARTMENT  
 MIAMI INTERNATIONAL AIRPORT


**EXHIBIT A**  
**- TOP OF THE PORT**

SCALE: 1/32" = 1'-0"    FILE #: 1586    DATE: 10/01/2015



Terminal F - First Floor

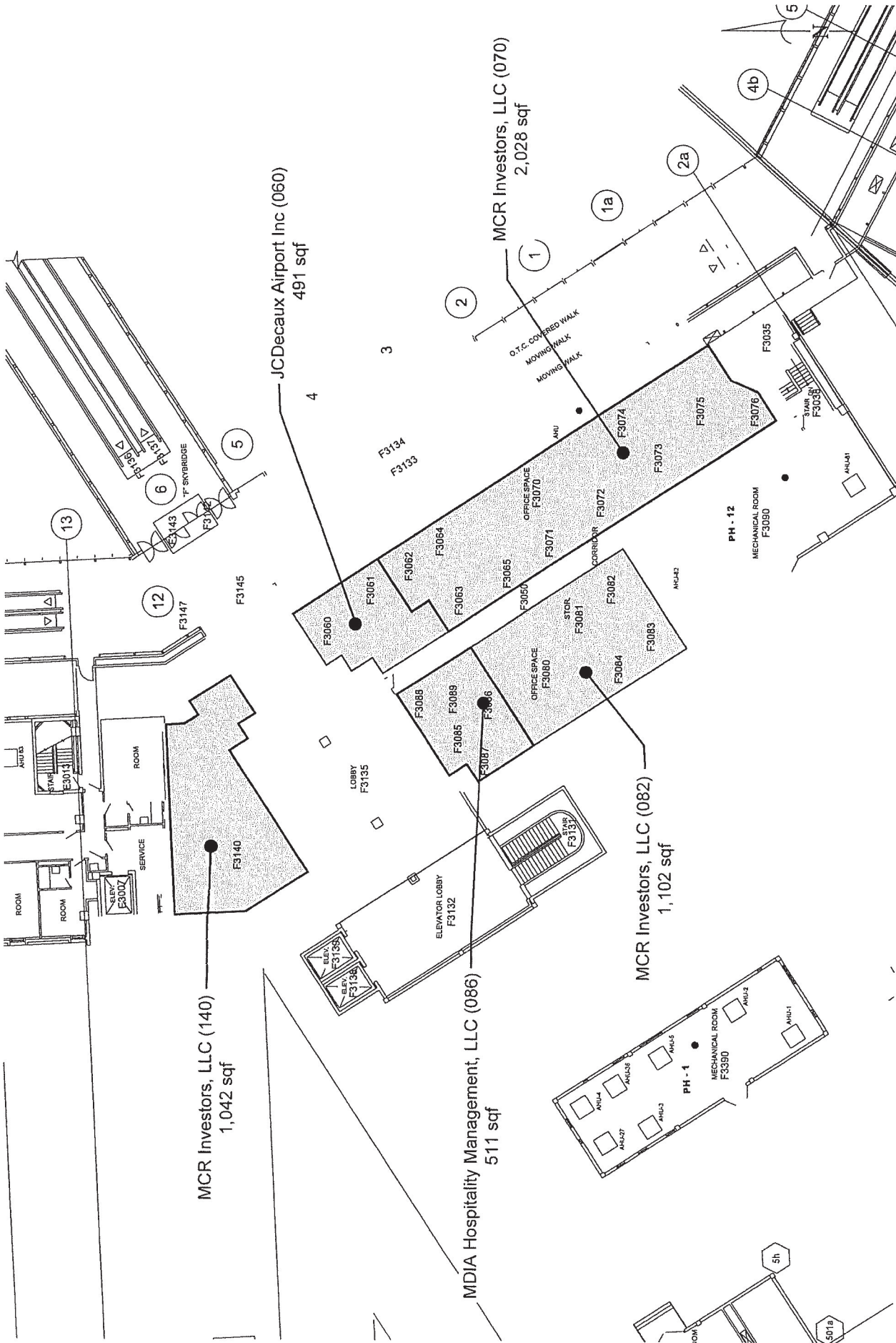
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	Concession/Other Revenue Producing Space	1,841
		1,841

MIAMI DADE  
AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A**  
**= HOTEL - MIA**

SCALE: 1/32" = 1'-0"    FILE #: 6066    DATE: 10/01/2015



AREAS TOTALS = ± 5,174 SQF

EXHIBIT B

ACCOUNTING AND INTERNAL CONTROL PROCEDURES

Management shall be required to maintain procedures and controls called for in their procedures manuals for the following:

**REVENUES**

**GUEST ACCOMODATION**

- At the time of Check-In, the Guest Service Agent shall prepare and print a Registration Card using the Opera Property Management System(Opera PMS), Front Desk software. The Registration Card shall indicate the name and number of hotel guests (guests), room number, arrival and departure date, and reservation ID #. Guests should annotate their address and sign the Registration Card.
- The Guest Service Agent shall request that all guests present valid identification and credit card.
- Distressed passengers shall be required to present the Airline Voucher that indicates the authorization to charge the Airline, and the type of accommodation that they are entitled to receive.
- In the Opera PMS, all Check-Ins shall be recorded in the Guest Ledger Account. Room rates shall be set by the Revenue Manager and loaded to the reservation system. However, the Guest Service Agent can change the room rates under the guidance of the Front Desk Manager.

**BILLING-INVOICING AND REVENUE RECORDING**

**Categories of Revenue:**

- 1) Rooms:
  - Night Revenue (3:00 PM to until Night Audit is run approx. 3 am)
  - Day Revenue (9:00 AM to 6:00 PM)
- 2) Telephone commissions:
  - Local Phone
  - Long Distance
  - Fax
- 3) Other Revenue:
  - Meeting Room Rental
- 4) Guest Services:
  - Smoking Charge
  - Pay per View
  - Porterage
  - Miscellaneous Charges

### **Opera System Control Accounts:**

Guest Ledger-Guest reservations shall be recorded on this account to reflect daily sales of all revenue categories listed above. At the end of the day, guest's check-out and pay cash, credit card, corporate or direct billing (airline, company, or travel agency responsible for the charge). The Guest Ledger balance decreases by the cash payments and credit card payments received or the amounts to be billed to Airlines, Companies and Travel Agencies.

### **ACCOUNTING AND INTERNAL CONTROL PROCEDURES**

The net amount remaining in the Guest Ledger represents the sales outstanding to be passengers that have not checked-out at the end of the day.

- City Ledger – Accounts Receivable (A/R) – The balance on this account increases by the transfers from the Guest Ledger for amounts to be billed to airlines, companies and travel agencies and decreases when payment is received. This account shall be reconciled with the City Ledger account in the General Ledger.
- Advance Deposit Ledger – This account shall keep track of payments sent in advance. Transfers to the Guest Ledger shall be made to apply deposits to guest's bills.
- Hotel's Opera PMS does not interface with the accounting system. Therefore, account with similar names shall be used in the General Ledger accounts to account for transactions in the Opera PMS System on a monthly basis.

### **Billing Process:**

- At the time of Check -Out, the guest may approach the Guest Service Agent at the Front Desk to settle his/her hotel bills, otherwise payments are processed automatically during the processing of the night audit. Once payment is received, the Guest Service Agent prints the Guest Folio (bill detailing charges and payments) and the guest account closed out on the Opera PMS Front-Desk computer system.
- Between 11:00 P.M. and 7:00 A.M., the Guest Service Agent who also acts as the Night Shift Auditor shall close out the Opera PMS, to balance the Daily Payment Detail Report with the Guest Folios for the day, taking into account the following supporting documents.
  - For Credit Card Sales: Report from Credit Card processing system.
  - For Sales on Account: Airline and meeting room.
  - For Cash Sales: The Cashier's Report.

A package containing the Guest Folios, signed Register Cards and Airline Vouchers are printed out by the Night Shift Auditor and given to accounting.

### **ACCOUNTING DEPARTMENT PROCEDURES**

#### **Credit Card Sales**

Controller shall keep a cumulative Excel file based on the Daily Payment Detail Report where daily credit card payments and daily settlements/deposits per the bank are recorded.

### **Sales on Account**

Accounting personnel shall pull out Guest Folios and related supporting documentation in the package for billing purposes. Invoices are created monthly by accounting personnel, using the Opera PMS System. The A/R amount is automatically posted in the Opera PMS System as it updated nightly on a daily basis. Attached to the Invoice are the airline vouchers and the Guest Folios.

### **ACCOUNTING AND INTERNAL CONTROL PROCEDURES**

A clerk receives all the checks from the airlines and travel agencies. The clerk lists down information such as the check numbers, amounts, the owners of the checks, etc. in the Check Register Logbook and checks are given to the Controller. The Controller will apply payment (checks) received to the A/R subsidiary ledger. Controller will input to the Opera PMS Systems-City Ledger the airline code (check owner), check number, invoice number that the check needs to be applied as payment and check amount. The A/R subsidiary ledger (City Ledger) will then be updated with the collections.

### **Cash Sales**

The Night Auditor shall run a Cashier's Report for accounting staff to reconcile with the actual cash on hand. Each Cashier reconciles the Cashier's Report and cash on hand then the cash collected is dropped off in the safety deposit box located at the Front Desk. At the time of drop off, the Cashier signs a logbook of the drop which is witnessed by another employee. The logbook contains the date, amount, and initials of the cashier and witness.

The following day, the Accounts Payable Clerk counts the cash with a witness present and initials the logbook upon pickup of each drop and proceeds to reconcile the cash counted with the amount indicated in the Cashier's Report. He then prepares a deposit slip including all cash received from the Front Desk, and the checks applied in Opera PMS from the day before. He prepares one deposit slip listing the amount of currency received from the Front Desk and airline's checks and other checks. Brink's Inc. (a third party) picks up the deposits on a weekly basis from Brink's safe in the Administration Department and deposits the funds to the bank within 48 hours.

**For all sales**, the Controller prepares a cumulative Excel file based on the Daily Sales Report. This report is called Reconciliation to Revenue-Daily Control Report which is the basis for a monthly Excel Report called Reconciliation to Revenue. This last report reconciles Gross Monthly Revenue broken down by categories to MDAD deposits (some of the reconciling items are: Sales tax, A/R in the City Ledger, Guest Ledger balance at the end of the month.) This last report shall be the basis for the monthly Sales Journal Entry.

### **Collections of Receivables by Wire**

Effective May 2012, MDAD set up a bank account for 3<sup>rd</sup> party payment to be collected. A transfer shall be cut to the respective Revenue Depository Account and the appropriate amount in the City Ledger (the amount outstanding) shall be reduced as well.

### **Housekeeper Reports**

Hotel shall keep housekeepers shift reports for all rooms cleaned.

### **No Show Sales**

For instances when a reservation is made but is subsequently canceled within 24 hours of the scheduled check-in, MIA Hotel staff shall, at its discretion, charge the customer for the reservation.

### **PURCHASING, CASH DISBURSEMENTS AND HOUSEKEEPING**

- Department Managers shall maintain specifications and vendor price lists for all supplies used in their operations and update prices at least every 90 days to reflect vendor price changes.
- Department Managers shall request at least 3 bids or price quotations from vendors, preferably a Miami-Dade County Registered Vendor, and shall select the vendor with the lowest quote.

### **ACCOUNTING AND INTERNAL CONTROL PROCEDURES**

- Competitive bids or price quotes shall be requested from vendors for all purchases.
- Department Managers shall request a Purchase Order (PO) number from the Hotel Controller. Managers shall proceed to complete the PO and forward it, along with the 3 vendor price quotes, to the General Manager (GM) for his review and approval.
- The GM (and the Controller in his absence) shall sign the submitted PO to document his review and approval.
- The approved PO shall be forwarded to the Controller for approval for who shall keep the original on file and keep track by logging it in a spreadsheet.
- After he logs the PO in the PO Spreadsheet, he emails them to the Department Manager.
- Department Managers shall submit approved POs to the selected vendor for processing and delivery of the products requested.
- Prices, quantities, and product specifications shall be compared with purchase orders or other documents authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices packing slips. All extensions and addition reflected on invoices shall be verified. Said verification procedures shall be evidenced by signature and date of the receiving clerk on either the invoice or packing slip.

### **CASH DISBURSEMENTS**

- Vendor invoices shall be picked up from the Post Office Box and brought to the Controller's office.
- Controller shall reconcile invoices to issued PO, if needed. The invoice number shall be logged in by the Controller. The Controller shall attach the original PO to the invoice and forward them to Accounts Payable Clerk (A/P Clerk) for processing.
- The A/P Clerk shall review the supporting documentation for invoices that require payment and appropriately code the expense per adopted budget. Supporting documentation shall include, but not be limited to, invoices, PO, packing slips and authorized signatures (receiving clerk, Controller, General Manager).

## Exhibit B

- A/P Clerk shall prepare the disbursement checks and run an Accounts Payable Clerk Register. Once all checks are printed, A/P Clerk shall attach them to the corresponding invoice(s) and PO's.
- The A/P Clerk who shall prepare a Request for Replenishment (RFR). RFR's shall contain the following information: vendor name, date of invoice, invoice number, MDAD budget account number, H.I. Development (HID) account number, account description, and invoice amount.
- When completed, A/P Clerk shall forward RFR with all checks and supporting documentation to Controller for review and sign off.
- The Controller shall forward RFR to GM for signature and final approval and for the GM to sign all the checks.
- The signed checks are given to the Controller for holding and copies thereof are provided with the RFR.
- Approved RFR shall be sent to MDAD – Commercial Operations for review and approval.
- In case a disbursement is disallowed by MDAD – Commercial Operations, the check shall either be re-submitted once the issue is resolved or voided.
- Upon approval, RFR shall be returned to the A/P Clerk or designate for delivery to MDAD Finance by the established deadlines to be processed on a timely manner.
- Funding for processed RFR is usually wire transferred by the following Thursday.

### ACCOUNTING AND INTERNAL CONTROL PROCEDURES

- Controller shall reconcile the wire transfer with the online bank statement in total and in detail, as each funded RFR is listed as a separate transfer by request number in the bank statement.
- Controller shall release the signed checks to A/P Clerk who shall mail the checks for those RFR for which funds were received. If funds were not received for a specific RFR, Controller shall hold the corresponding check until the funds are received. The only checks that shall be released before the receipt of funds from MDAD, previous authorization from MDAD Commercial Operations, are for vendors that charge late fees and penalties, or which are deemed by Management to be disruptive to the hotel should the payment not be released.

### MONTHLY COUNT OF HOUSEKEEPING AND OTHER SUPPLIES

- The Executive Housekeeper shall be responsible for monitoring housekeeping supplies usage by reviewing the list of supplies on hand at the end of the month.
- GM shall review the supplies usage reasonableness based on room occupancy.
- The Executive Housekeeper and Housekeeper Supervisors are the only authorized personnel to have access to the storage area where the housekeeping supplies are stored.
- Housekeeper Supervisors shall issue the necessary supplies to housekeeping staff. Housekeepers shall have an assigned number of basket supplies, ready for distribution to the hotel guest rooms the following day. At the end of the day, the Housekeeper Supervisors shall estimate the volume of supplies that need to be placed in the Housekeepers baskets for the following day.

## Exhibit B

- The Executive Housekeeper shall conduct a physical inventory count of housekeeping supplies at the end of each month and note on the pre-printed inventory listing form the count of supplies on hand.
- Based on this count, the Executive Housekeeper shall determine the volume of supplies that need to be ordered. The Executive Housekeeper shall complete the PO, attaching the physical inventory count, and shall forward them to the GM for review and approval.
- Once approved, the Executive Housekeeper shall forward the PO to the selected vendor based on the lowest cost available.
- The Executive Housekeeper shall receive and count the supplies received from the vendors. Any exceptions noted shall be resolved with the suppliers' representatives before she affixes his/her signature on the invoices to document receipt of all items ordered.
- Housekeeping supplies shall be expensed upon purchase. Remaining quantities in storage counted at month-end physical inventory shall not be adjusted from expense to asset accounts.

New employees shall complete the New Hire Form which shall be filled in their personal folder. Any changes in the employee's record, including changes in rates of pay, are to be approved by the General Manager (GM) and documented in a Personnel Action Form (PAF), which shall contain the following documentation:

- Management approval for hiring.
- Collective Bargaining Agreement
- Employee designation of withholding status
- Employee authorization of voluntary withholdings
- Insurance Coverage

## ACCOUNTING AND INTERNAL CONTROL PROCEDURES

### PAYROLL

- MIA Hotel currently uses the Paylocity Payroll System, an online payroll application.
- All hourly employees shall log in their working hours by accessing time clocks located in either the Front Desk or Housekeeping offices.
- Employee picture taken to log their hours in a virtual timecard containing the name and working hours of each employee.
- Each Department Manager shall be responsible for reviewing and correcting any virtual timecard inaccuracies (including adding vacation, sick, holiday hours, etc.)
- Payroll shall be paid on a bi-weekly (every two weeks) basis that ends on Thursday. Payroll week starts on Friday.
- On Friday morning, following the payroll cut-off, the Payroll Manager shall review the virtual timecards and match any approved documents that would support any vacation, sick or other time related entries made by the employee in his/her virtual timecard.
- The Payroll Manager shall be responsible for adding portage and tips for the Bellman as well as approving other department payrolls should its Department Manager be absent.
- All Department Managers shall be required to virtually approve the timecards for each hourly employee under his/her Department.

## Exhibit B

- Pay Differentials (\$1.00) shall be paid to night-shift employees as authorized by MDAD.
- Overtime shall be paid at 1.5 times the standard pay rate.
- Each hourly employee shall be able to review his/her virtual timecards online and report any discrepancies to their supervisor.
- Any changes to the payroll system, including but not limited to pay rates, differential pay, overtime, etc. shall be made by the Payroll Manager.
- After all payroll entries are entered and approved, the Payroll Manager shall run and print the Input Validation Payroll report containing pay rate, hours worked, deductions, employee's tax profile, employees' benefits (sick, vacation, holiday pay) and gross salary paid for each employee to be reviewed with the GM before payroll submission.
- If exceptions are noted, the Controller shall inform the Payroll Manager to make corrections before transmitting it to the Payroll Agent. The Payroll Manager receives on Monday all final payroll reports and the payroll checks, including the direct deposit vouchers.
- Employees can opt for direct deposit or physical payroll checks.
- The Payroll Manager shall forward the employee payroll checks and direct deposit vouchers to the respective Department Manager who shall distribute them to his/her employees.
- Payable shall prepare a Request for Replenishment (RFR) to MDAD. The RFR shall include copies of all payroll documents required by MDAD.
- The RFR shall be signed by the Payroll Manager, Controller and GM.
- The RFR is then given to MDAD for review and approval.
- The net payroll check (non-direct deposit) is scanned and forwarded to H.I. Development Corp. to transfer funds from the Operating Account to the Payroll Account to have the funds available on pay day.



EXHIBIT C, Daily Deposit of Gross Revenues Report

	GUEST		PACKAGE		TOTAL
	LEDGER	AR LEDGER	LEDGER	DEPOSIT LEDGER	
Balance Yesterday					
Balance Today					
Daily Change	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Total	PER TRIAL BALANCE	PER DAILY DEP	VARIANCE		← Includes Paid Outs
Non Revenue Total					
Less: Package Profit Included Above	\$ -				
Less: Balance Forward Included Above					
	\$ -	\$ -	\$ -	\$ -	\$ -

Balance Check					
Transaction Total Today					
Less: Package Profit Included Above	\$ -				
Less: Balance Forward Included Above					
Add Back: Direct Bill Payment Incl Above					
TOTAL COLLECTED	\$ -				
Sum Total Sales Less Taxes (Excl Payouts)					
Variance					



**Exhibit D - Daily Sales Summary**  
**Miami International Airport Hotel**

**Manager - Flash**

For 9/30/2024	2023-2024	2023-2024	2023-2024	2022-2023	2022-2023	2022-2023
	DAY	PERIOD	YEAR	DAY	PERIOD	YEAR
Total Rooms in Hotel	262	7860	95892	262	7860	95892
Rooms Occupied	150	5007	70043	246	5831	74607
Total Rooms in Hotel minus OOO Rooms	257	7656	83574	255	7660	92953
Available Rooms	112	2853	25849	16	2029	21023
Available Rooms minus OOO Rooms	107	2649	13532	9	1829	18346
Complimentary Rooms	0	4	18	0	0	6
House Use Rooms	0	0	1	0	0	0
Rooms Occupied minus Comp and House Use	150	5003	70024	246	5831	74601
Rooms Occupied minus House Use	150	5007	70042	246	5831	74607
Rooms Occupied minus Comp	150	5003	70025	246	5831	74601
Day Use Rooms	7	285	3992	9	341	3751
Out of Order Rooms	5	204	12317	7	200	2677
Out of Service Rooms	0	240	240	0	0	42
In-House Adults	229	7526	110710	382	9168	116514
In-House Children	10	332	8221	25	522	8787
Total In-House Persons	239	7849	118912	407	9690	125301
Individual Persons In-House	239	7777	117691	407	9662	123553
Block Persons In-House	0	70	1219	0	28	1748
Member Persons In-House	0	0	0	0	0	1
VIP Persons In-House	0	9	53	0	0	27
Individual Rooms In-House	150	4958	69259	246	5809	73069
Block Rooms In-House	0	50	784	0	22	1536
Source Rooms In-House	0	0	0	0	0	0
Company Rooms In-House	24	677	5419	24	572	9649
Travel Agent Rooms In-House	21	1672	31492	120	2597	30732
Group Rooms In-House	0	50	784	0	23	1608
Blocks In-House	0	6	91	0	2	109
Birthdays In-House	0	0	0	0	0	0
% Rooms Occupied	57.25%	63.70%	73.04%	93.89%	74.19%	77.80%
% Rooms Occupied minus Comp and House	57.25%	63.65%	73.02%	93.89%	74.19%	77.80%
% Rooms Occupied minus Comp, House and OOO	58.37%	65.35%	83.79%	96.47%	76.12%	80.26%
% Rooms Occupied minus Comp	57.25%	63.65%	73.02%	93.89%	74.19%	77.80%
% Rooms Occupied minus House	57.25%	63.70%	73.04%	93.89%	74.19%	77.80%
% Rooms Occupied minus Comp and OOO	58.37%	65.35%	83.79%	96.47%	76.12%	80.26%
% Rooms Occupied minus House and OOO	58.37%	65.40%	83.81%	96.47%	76.12%	80.26%
% Rooms Occupied minus OOO	58.37%	65.40%	83.81%	96.47%	76.12%	80.26%
Arrival Rooms	153	5163	72331	252	6057	76647
Arrival Persons	245	8099	122941	420	10073	128923
Deducted Arrivals	153	5163	72329	252	6057	76637
Non-Deducted Arrivals	0	0	0	0	0	0
Walk-in Rooms	25	1117	14809	45	1443	14447
Walk-in Persons	31	1486	21276	64	2206	20785
Extended Departure Rooms	0	13	279	1	19	259
Extended Departure Persons	0	15	400	1	25	383
Departure Rooms	171	5012	72241	255	6011	76600
Departure Persons	283	7855	122823	449	10019	128843
Early Departure Rooms	0	11	286	1	18	390
Early Departure Persons	0	15	436	2	27	638
Individual Departure Rooms	171	4976	71463	255	5989	75109
Individual Departure Persons	283	7810	121612	449	9991	127140
Individual Member Departure Rooms	0	0	0	0	0	1
Individual Member Departure Persons	0	0	0	0	0	1
% Individual Member Departures	0.00%	0.00%	0.00%	0.00%	0	0
Member Departure Rooms	0	0	0	0	0	1
Member Departure Persons	0	0	0	0	0	1
% Member Departures	0.00%	0.00%	0.00%	0.00%	0	0
No Show Rooms	10	226	3281	4	283	3194
No Show Persons	15	374	5572	8	496	5528
Cancelled Reservations for Today	12	493	10653	32	823	12139
Late Reservation Cancellations for Today	4	142	1948	5	159	2757

Miami International Airport Hotel

Manager - Flash

	2023-2024	2023-2024	2023-2024	2022-2023	2022-2023	2022-2023
	DAY	PERIOD	YEAR	DAY	PERIOD	YEAR
Reservations Made Today	248	8655	86650	249	7547	91965
Reservation Cancellations made Today	32	858	11031	42	938	12321
Room Nights Reserved Today	246	6583	85060	250	7425	90615
Turnaways	0	110	3824	11	485	9052
Today's Demand	150	5118	73867	257	6316	83659
Clean Rooms	107			9		
Dirty Rooms	150			246		
Doubles As Singles	66			110		
% Beds Occupied	63.90%			62.42%		
ADR	155.89	166.03	209.24	182.10	165.70	202.21
ADR minus Comp	155.89	166.17	209.30	182.10	165.70	202.22
ADR minus House	155.89	166.03	209.25	182.10	165.70	202.21
ADR minus Comp and House	155.89	166.17	209.30	182.10	165.70	202.22
Average Person Rate	97.84	105.92	123.25	110.07	99.71	120.40
Average Persons per Block Rooms	-			-		
Average Revenue per Block Rooms	-			-		
Average Room Revenue per Block Rooms	-			-		
Room Revenue	23,384.20	831,330.83	14,656,026.60	44,797.13	966,203.67	15,086,139.91
Food And Beverage Revenue	-	-	-	-	-	-
Other Revenue	11,739.41	28,323.77	743,845.38	693.49	50,356.09	630,425.34
Total Revenue	35,123.61	859,654.60	15,399,871.98	45,490.62	1,016,559.76	15,716,565.25
Block Revenue	-	8,579.00	161,883.54	-	3,348.00	256,969.50
Block Room Revenue	-	8,579.00	160,314.54	-	3,348.00	254,741.50
Individual Revenue	35,123.61	851,085.60	15,237,998.44	45,490.62	1,013,211.76	15,459,595.75
Individual Room Revenue	23,384.20	822,751.83	14,495,712.06	44,797.13	962,855.67	14,831,398.41
Member Revenue	-	-	-	-	-	269.00
Member Room Revenue	-	-	-	-	-	269.00
Total Revenue per Person	146.96	109.52	129.51	111.77	433.34	454.62
Payment	31,091.01	975,924.58	17,428,455.19	51,559.18	1,149,021.75	17,774,660.95
Maximum Revenue	-	-	-	-	-	-
Maximum Revenue for Rooms Occupied	-	-	-	-	-	-
Maximum Revenue %	-	-	-	-	-	-
Maximum Revenue % per Rooms Occupied	-	-	-	-	-	-
Arrival Rooms for Tomorrow	122			127		
Arrival Persons for Tomorrow	183			205		
Departure Rooms for Tomorrow	149			241		
Departure Persons for Tomorrow	238			401		
% Rooms Occupied for Tomorrow	46.95%			48.85%		
% Multiple Occupancy	47.33%			49.19%		
% Rooms Occupied for the Next 7 Days	47.33%			39.42%		
Revenue per Available Room		105.77	152.84	170.98	122.93	157.32
Company Room Revenue		33,870.31	772,203.45	3,203.28	68,994.78	1,420,058.74
Company Revenue		37,777.99	955,998.24	3,480.08	81,248.44	1,541,646.73
Travel Agent Room Revenue		155,679.87	5,839,427.68	20,244.21	380,092.14	5,733,429.30
Cancelled Rooms for Today		296	10,457	32	823	12,164
No Show Reservations		77	3,128	4	286	3,213
Day Use Reservations		147	3,857	9	341	3,757
Arrival Reservations		2,592	69,762	252	6,057	76,654
Projected % Rooms Occupied for current Month				74.19		
Rooms Occupied for the Next 7 Days				723		
Rooms Occupied for the Next 31 Days				2425		
% Rooms Occupied plus Day Use and No Show				98.85		

For 03/31/2025	2024-2025	2024-2025	2024-2025	2023-2024	2023-2024	2023-2024
	DAY	PERIOD	YEAR	DAY	PERIOD	YEAR
Total Rooms in Hotel	262	8,122	47,684	262	8,122	47,946
Rooms Occupied	237	6,549	37,922	162	6,128	35,399
Total Rooms in Hotel minus OOO Rooms	255	7,936	46,926	221	6,731	42,036
Available Rooms	25	1,573	9,762	100	1,994	12,547
Available Rooms minus OOO Rooms	18	1,387	9,004	59	603	6,637
Complimentary Rooms	-	-	-	-	-	14
House Use Rooms	-	-	-	-	-	-
Rooms Occupied minus Comp and House Use	237	6,549	37,922	162	6,128	35,385
Rooms Occupied minus House Use	237	6,549	37,922	162	6,128	35,399
Rooms Occupied minus Comp	237	6,549	37,922	162	6,128	35,385
Day Use Rooms	24	536	2,514	17	357	2,178
Out of Order Rooms	7	186	758	41	1,391	5,910
Out of Service Rooms	-	-	3	-	-	-
In-House Adults	349	10,352	60,254	270	9,801	56,738
In-House Children	25	701	3,875	26	833	4,018
Total In-House Persons	374	11,053	64,109	296	10,634	60,756
Individual Persons In-House	374	10,829	63,353	296	10,421	60,256
Block Persons In-House	-	224	766	-	213	500
Member Persons In-House	-	-	-	-	-	-
VIP Persons In-House	-	-	-	-	2	27
Individual Rooms In-House	237	6,394	37,321	162	6,008	35,074
Block Rooms In-House	-	155	587	-	120	325
Source Rooms In-House	-	-	-	-	-	-
Company Rooms In-House	11	784	3,260	17	322	2,122
Travel Agent Rooms In-House	16	664	4,493	73	2,831	16,664
Group Rooms In-House	-	155	572	-	120	325
Blocks In-House	-	23	121	-	12	33
Birthdays In-House	0	0	0	0	0	0
% Rooms Occupied	90.46%	80.63%	79.53%	61.83%	75.45%	73.83%
% Rooms Occupied minus Comp and House	90.46%	80.63%	79.53%	61.83%	75.45%	73.80%
% Rooms Occupied minus Comp, House and OOO	92.94%	82.52%	80.81%	73.30%	91.04%	84.18%
% Rooms Occupied minus Comp	90.46%	80.63%	79.53%	61.83%	75.45%	73.80%
% Rooms Occupied minus House	90.46%	80.63%	79.53%	61.83%	75.45%	73.83%
% Rooms Occupied minus Comp and OOO	92.94%	82.52%	80.81%	73.30%	91.04%	84.18%
% Rooms Occupied minus House and OOO	92.94%	82.52%	80.81%	73.30%	91.04%	84.21%
% Rooms Occupied minus OOO	92.94%	82.52%	80.81%	73.30%	91.04%	84.21%
Arrival Rooms	251	6925	39319	176	6340	36776
Arrival Persons	389	11592	66087	318	11029	63181
Deducted Arrivals	251	6925	39418	176	6340	36793
Non-Deducted Arrivals	0	0	2	0	0	0
Walk-in Rooms	83	1281	6642	31	1233	7235
Walk-in Persons	101	1464	7847	45	1722	10793
Extended Departure Rooms	4	32	139	0	19	121
Extended Departure Persons	5	41	173	0	30	177
Departure Rooms	257	6924	39229	216	6374	36861
Departure Persons	431	11647	65952	421	11055	63292
Early Departure Rooms	0	12	77	4	35	164
Early Departure Persons	0	18	112	5	65	254
Individual Departure Rooms	257	6765	38739	216	6255	36544
Individual Departure Persons	431	11419	65316	421	10843	62801
Individual Member Departure Rooms	0	0	1	0	0	0
Individual Member Departure Persons	0	0	1	0	0	0
% Individual Member Departures	0.00%	0.00%	0.00%	0.00%	0.00%	0%
Member Departure Rooms	0	0	0	0	0	0
Member Departure Persons	0	0	0	0	0	0
% Member Departures	0.00%	0.00%	0.00%	0.00%	0.00%	0
No Show Rooms	16	330	1900	6	319	1574
No Show Persons	21	540	3399	13	556	2689
Cancelled Reservations for Today	37	1144	8002	25	1028	5991
Late Reservation Cancellations for Today	17	271	2514	5	220	949

	2024-2025		2024-2025		2023-2024		2023-2024	
	DAY	PERIOD	YEAR	YEAR	DAY	PERIOD	YEAR	YEAR
Reservations Made Today	364	7,819	46,414		132	7,276	43,698	
Reservation Cancellations made Today	47	1,109	8,778		24	1,063	5,910	
Room Nights Reserved Today	356	7,474	45,258		118	7,093	42,667	
Turnaways	-	-	-		4	315	1,841	
Today's Demand	237	6,549	37,922		166	6,443	37,240	
Clean Rooms	17				31			
Dirty Rooms	237				162			
Doubles As Singles	122				58			
% Beds Occupied	59.84%				68.84%			
ADR	247.28	246.31	225.77		239.13	260.93	228.50	
ADR minus Comp	247.28	246.31	225.77		239.13	260.93	228.59	
ADR minus House	247.28	246.31	225.77		239.13	260.93	228.50	
ADR minus Comp and House	247.28	246.31	225.77		239.13	260.93	228.59	
Average Person Rate	156.70	145.94	133.55		130.87	150.37	133.13	
Average Persons per Block Rooms	-				-			
Average Revenue per Block Rooms	-				-			
Average Room Revenue per Block Rooms	-				-			
Room Revenue	58,605.39	1,613,060.37	8,561,669.52		38,738.77	1,599,001.36	8,088,528.34	
Food And Beverage Revenue	-	0	-		-	0	-	
Other Revenue	824.81	65,728.38	299,835.08		1,978.38	92,372.34	400,196.22	
Total Revenue	59,430.20	1,678,788.75	8,861,504.68		40,717.15	1,691,373.70	8,488,724.53	
Block Revenue	-	38,289.00	132,954.00		-	27,436.00	74,618.54	
Block Room Revenue	-	38,289.00	132,954.00		-	27,436.00	73,617.54	
Individual Revenue	59,430.20	1,640,499.75	8,728,550.48		40,717.15	1,663,937.70	8,414,105.91	
Individual Room Revenue	58,605.39	1,574,771.37	8,428,815.52		38,738.77	1,571,565.36	8,014,920.70	
Member Revenue	-	0	-		-	0	-	
Member Room Revenue	-	0	-		-	0	-	
Total Revenue per Person	158.90	151.89	138.23		137.56	159.05	139.72	
Payment	78,157.70	1,848,299.28	9,881,701.09		41,106.54	1,908,188.08	9,612,666.18	
Maximum Revenue	-	0	-		-		-	
Maximum Revenue for Rooms Occupied	-	0	-		-		-	
Maximum Revenue %	-	0	-		-		-	
Maximum Revenue % per Rooms Occupied	-	0	-		-		-	
Arrival Rooms for Tomorrow	164				118			
Arrival Persons for Tomorrow	290				242			
Departure Rooms for Tomorrow	223				162			
Departure Persons for Tomorrow	350				296			
% Rooms Occupied for Tomorrow	67.18%				44.66%			
% Multiple Occupancy	43.46%				56.79%			
% Rooms Occupied for the Next 7 Days	53.54%				47.76%			
Revenue per Available Room					147.86	196.87		
Company Room Revenue		0.00	0.00		3,208.50	69,418.39	371,444.36	
Company Revenue		0.00	0.00		3,885.80	88,332.39	467,609.20	
Travel Agent Room Revenue		0.00	0.00		15,881.62	679,613.74	3,462,591.50	
Cancelled Rooms for Today		0	0		25	1,028	5,992	
No Show Reservations		0	0		6	319	1,568	
Day Use Reservations		0	0		17	357	2,377	
Arrival Reservations		0	0		176	6,340	36,602	
Projected % Rooms Occupied for current Month					75.45			
Rooms Occupied for the Next 7 Days					876			
Rooms Occupied for the Next 31 Days					2862			
% Rooms Occupied plus Day Use and No Show					70.61	83.77		

Summary of Physical Inventories Forms

MAY 31 2024	ITEMS	UNIT PRICE	BEGINNING INVENTORY QUANTITY MONTH	BEGINNING INVENTORY VALUE MONTH	PURCHASE QUANTITY MONTH	PURCHASE VALUE MONTH	CONSUMPTION QUANTITY MONTH	CONSUMPTION VALUE MONTH	ENDING INVENTORY QUANTITY MONTH	ENDING INVENTORY VALUE MONTH
	Hammer Drill Dewalt TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Ridgid K-50		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Jigsaw Bosch Speed TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Dewalt Oscillating tool TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Motor A/C Room E3		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Jigsaw Blade 10 Piece K2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	1-1/2 "EZ (Disquito) D2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Dewalt Compac Drill TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Milwauk 29PC Drill Bit K2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Ridgid Toilet 6'(snake) AR		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Sink Snake Cleanse 18' AR		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Roller Frame 9" J4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Roller Frame 4" J4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Paint Tray-Metal 9" J3		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Angular Brush 2 1/2 J2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Angular Brush 1 1/2 J2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Joint Compound EST		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Tyco Fire Cap White TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Ridgid Glove EST		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Extension Cord 10' K4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	DRILL BIT SET (3piece) K2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	ROLLER FRAME 4" Fino J4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	BOTTERFLY 1/4 x 3(50) E2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	BOTTERFLY 1/4 x 4(50) E2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	HC 167 TERRA COTA G2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Tool Cart With Sliding		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Dewalt Compac Drill TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Pump Oil (12 Box) TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	6 Outlet(tomacorrien)AR		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Adactador Electrico K3		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Extencion Cord 25' K4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	POWER STRIP(6 Outlet) J4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Extens Tube 1/4x12 C2		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	P-Trap 1-1/4 D4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	P-Trap 1-1/2 D4		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	BG 106189 (Motor) TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Booster Pump 18034 TA		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	<b>TOTAL PAGE 1</b>		<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>

Linen Inventory Worksheet

Miami International Airport Hotel

MAY 2024

Line	Description	Towels		Wash		Bath		Blanket		Fitted		King		Queen		Twin		Pillows						
		Bath	Hand	Cloths	Mats	Blanket	Fitted	Duvet	Duvet Covers	Pads	Fitted	Duvet	Duvet Covers	Pads	Fitted	Duvet	Duvet Covers	Pads	Cases	Foam				
1	Last Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
2	New Received	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
3	Potential Inventory (1+2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
4	Storage - Not Opened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
5	Linens Closets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
6	Carts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
7	Laundry - Out-Dirty	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
8	Laundry - In-Clean	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
9	In Rooms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
10	Total On Hand (4 through 9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
11	Per Stock	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
12	Sub-Total Needed (11-10)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
13	On Order	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
14	Total Needed - In Units	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
15	Total Needed - In Dozens	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
16	Cost Per Dozen	63.99	13.89	6.89	21.85	12.99	172.99	172.99	774.24	517.32	17.75	143.89	143.89	640.92	457.08	15.50	77.99	72.89	543.94	398.36	11.99	29.99	8.99	
	Total Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Budget Expenditure for Current Month:																							
	Total Expenditure to Reach Par:		\$0.00																					
	Variance to Forecast:		\$0.00																					

COUNT BY ROOM TYPE - FULL HOUSE

	Towels		Wash		Bath		Blanket		Fitted		King		Queen		Twin		Pillows		
	Bath	Hand	Cloths	Mats	Blanket	Fitted	Duvet	Duvet Covers	Pads	Fitted	Duvet	Duvet Covers	Pads	Fitted	Duvet	Duvet Covers	Pads	Cases	Foam
112	# Units Per Room - Kings (112)	4	3	3	1	1	1	2	1	1	1	1	1	1	1	1	1	1	4
	Total Kings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	# Units Per Room - Single Queen (33)	4	3	3	1	1	1	2	1	1	1	1	1	1	1	1	1	1	3
	Total Two Beds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
97	# Units Per Room - Queen/Queen (97)	4	3	3	1	1	1	2	1	1	1	1	1	1	1	1	1	1	3
	Total 1 King	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	# Units Per Room - Twin (20)	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2
	Total 1 King	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total/Par	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Potential Loss Calculation																		
	Losses from Linen Discard workbook	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Losses from above (3-9)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Variance/Potential Shrinkage (shown in red)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Losses per day (30 days)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$ Value in losses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Feb loss	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Jan loss	(182)	(105)	(795)	(21)	(12)	(46)	(94)	0	0	0	0	0	0	0	0	0	0	0
	Dec loss	269	(93)	(1178)	30	(26)	49	73	0	0	0	0	0	0	0	0	0	0	0
	Nov loss	(254)	523	45	(118)	(10)	140	(17)	0	0	0	0	0	0	0	0	0	0	0
	Oct loss	(192)	(805)	399	(59)	(35)	(120)	(183)	0	0	0	0	0	0	0	0	0	0	0
	Sept loss	626	618	(876)	124	(782)	389	377	0	0	0	0	0	0	0	0	0	0	0
	Total Oct loss	(228)	188	59	(632)	361	(67)	(294)	19	19	874	367	(351)	4	4	114	22	(60)	11
	Total Oct loss	(228)	188	59	(632)	361	(67)	(294)	19	19	874	367	(351)	4	4	114	22	(60)	11

Counted by: Rosa Acanda

Approved by:

Witness by: Olga Cueta

MDDAD Witness:

# Housekeeping Dept - Amenities Inventory

May-24

EXHIBIT E-3

Guest Supplies	Quantity	Price/Box	Opening Inventory		Purchase Orders		USAGE		Ending Inventory		Actual		Inventory		Adjusted Ending Inventory		
			Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month	Count	Variance	Boxes/Cases	Value			
Hand and body wash Refill (14 oz)	20/Box			-		-			0	\$	-		0	0	0	\$	-
Shampoo (14 oz)	20/Box			-		-			0	\$	-		0	0	0	\$	-
Conditioner (14 oz)	20/Box			-		-			0	\$	-		0	0	0	\$	-
Shampoo/Conditioner (14 oz)	20/Box			-		-			0	\$	-		0	0	0	\$	-
Body Lotion (14 oz)	20/Box			-		-			0	\$	-		0	0	0	\$	-
Hand and body wash Refill (1 Gall)	4/Box			-		-			0	\$	-		0	0	0	\$	-
Shampoo Refill (1 Gall)	4/Box			-		-			0	\$	-		0	0	0	\$	-
Conditioner Refill (1 Gall)	4/Box			-		-			0	\$	-		0	0	0	\$	-
Shampoo/Conditioner Refill (1 Gall)	4/Box			-		-			0	\$	-		0	0	0	\$	-
Body Lotion Refill (1 Gall)	4/Box			-		-			0	\$	-		0	0	0	\$	-
<b>Totals:</b>			0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	0	0	\$ -	\$ -

Guest supply sent some items double

Taken by: Rosa Acanda

Housekeeping Manager / Signature

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Witness by: Olga Cuesta

Date: \_\_\_\_\_

MDAD Witness: \_\_\_\_\_

**Housekeeping Dept - Supplies Inventory**  
**MAY 2024**

EXHIBIT E-4

CLEANING SUPPLIES	Quantity	Price	Opening Inventory		Purchase Orders		Usage		Ending Inventory		ACTUAL Count	INVENTORY VARIANCE	Adjusted Ending Inventory	
			Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month			Boxes/Cases	Value
Microfiber Cloth Blue -Pk	12/Box											0	0	
Microfiber Cloth Green - Pk	12/Box											0	0	
Microfiber Cloth Yellow - Pk	12/Box											0	0	
Health Guards - Box	250/Box											0	0	
Linens 24x33 -Box	1000/Box											0	0	
Linens 33x39 - Box	500/Box											0	0	
Linens 40x45 - Box	20/Box											0	0	
Lint Rollers	6/Box											0	0	
Sponge Medium Duty w/scrubber - Box	40/Box											0	0	
Sponge Large - Box	24/Box											0	0	
Sponge White (Wipe out) - Box	24/Box											0	0	
Spray bottle - Unit	1											0	0	
Spray Bottle (Trigger Only) - Unit	1											0	0	
Toilet Brush - Unit	24/Box											0	0	
815MX Formula SC Cleaner/Degreaser - Units	4/Box											0	0	
256 Uricide/Maxima Disinfectant Cleaner - Units	4/Box											0	0	
Antibacterial Hand Soap WhiskCare 397 -Box	8/Box											0	0	
Acid Toilet - Emulso - Units	12/Box											0	0	
Aireze Odor Neutralizer 12/1 -Box	12/Box											0	0	
Brilliance Stainless Steel - Box	12/Box											0	0	
Boom -Unit	24/Box											0	0	
Carpet Cleaner exodus-Units	4/Box											0	0	
Bleach-Units	6/Box											0	0	
Defoamer/Control Carpet Clean - Units	4/Box											0	0	
Gloves Large -Box	10/Box											0	0	
Gloves Medium - Box	10/Box											0	0	
Gloves XLarge -Box	10/Box											0	0	
Hairnets - Box	144/Box											0	0	
Hand Sanitizer 375 whitescare - Box	8/Box											0	0	
Wisk Antibacterial 367 foam soap - box	8/Box											0	0	
Hanger/Wood Standard - Unit	100											0	0	
Hanger/Wood Clip - Unit	100											0	0	
Hypermax - Unit	4/Box											0	0	
Laundry detergent - 40 lb. - Unit	4/Box											0	0	
Mildew Remover - Tilex	12/Box											0	0	
furniture polish - Box	12/Box											0	0	
Bacto Killing toilet bowl -box	12/Box											0	0	
Chewing Gum Remover -Box	12/Box											0	0	
Shower Curtain - Box	12/Box											0	0	
Spring Fresh - Unit	4/Box											0	0	
Urinal Screen - Box	12/Box											0	0	
Vacuum Bags /Green Klean - Box	10/Pk											0	0	
Odor deodorant eliminator	4/pk											0	0	
Nac disinfectant cleaner	4/pk											0	0	
<b>Totals:</b>			<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>

Taken by: Rosa Acanda  
Housekeeping Manager / Signature

Date: \_\_\_\_\_  
Approved: \_\_\_\_\_

Witness by: Olga Cuesta

Date: \_\_\_\_\_  
M/D/A/D Witness: \_\_\_\_\_

Housekeeping Dept - Guest Supplies Inventory

EXHIBIT E-5

MAY 2024

Guest Supplies	Quantity	Price/Box	Opening Inventory		Purchase Orders		USAGE		Ending Inventory		ACTUAL COUNT	INVENTORY VARIANCE	Adjusted Ending Inventory Boxes/Cases	Value
			Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month	Boxes/Units	Value Month				
Coffee Cups - Wrapped - Box	1000/Box													
Coffee Decaf - Box	150/Box													
Coffee Regular - Box	150/Box													
Coffee - Kapsulyst Decaf - Box	120/Box													
Coffee - Kapsulyst Cuban - Box	120/Box													
Coffee - Kapsulyst Italian - Box	120/Box													
Colgate Toothpaste - Box	240/Box													
Conditioners - Box	500/Box													
Conditioner - Box	288/Box													
Creamer - liquid coffee 38oz - Box	180/Box													
Cubed Facial Tissue - Box	36/Box													
Cup - 4oz white paper hot	1000/Box													
Hand Soap - Box	200/Box													
Body Bar Soap - Box	200/Box													
Body Bar Soap ECO - Box	1000/Box													
Flat Box Facial -Box	30/Box													
Guest Room Pens - Box	500/Box													
Ice Bags - Box	1000/Box													
Ice Bucket Cases - Box	1													
Ice Tonger - Box	24/Box													
Iron Board -Box	4													
Ironing Board Covers - Box	3													
Irons - Units	1													
Lotion - Box	200/Box													
Luggage Rack- Units	1													
Plastic Cups -Box	1000/Box													
Shampoo - Box	200/Box													
Shave Cream - Box	1000/Box													
Shaving Kit - Box	250/Box													
Shower Cap - Box	288/Box													
Tea - Kapsulyst Green tea - Box	50/Box													
Tea - Kapsulyst Chamomile -Box	50/Box													
Tea - KapsulystLemon -Box	50/Box													
Tea - Box	100/Box													
Tissue holder - Unit	1													
Toothbrush kit- Box	144/Box													
Toilet Tissue -Box	96/Box													
Toilet Tissue 7th Floor - Box	36/Box													
Toilet Seat Covers - Box	250/Box													
Hard Wound Towel - Box	6/Box													
Hair Dyer - Unit	4/Box													
Bodygraphy Massage Bar soap	200/Box													
Body Wash 30ozl	200/Box													
Bodygraphy Hand Soap	300/Box													
<b>Totals:</b>			0		0		0		0		0		0	

Guest supply sent some items double

Taken By: Rosa Acanda  
Housekeeping Manager/ Signature

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
MDAD Witness: \_\_\_\_\_

Friday, May 31, 2024

ITEM	UNIT PRICE	BEGINNING INVENTORY		PURCHASE		CONSUMPTION		ENDING INVENTORY	
		QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH
Copy Paper 8 1/2 x 11 per box	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 05X	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 58X	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 53A	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 32A	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 49X	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 30X	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 26X	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner 26X - 2 toners per box	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 202X - Black	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 202X - Yellow	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 202X - Cyan	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 202X - Magenta	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 202X - (Y, C, & M)	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 206X - Black	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 206X - Yellow	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 206X - Cyan	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Toner HP 206X - Magenta	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Legal Copy Paper	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hand Sanitizer Gel each bottle	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Disinfectant Spray each bottle	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Disinfectant Wipes each bottle	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mask	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>		<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

MDC125

Taken by: Scarleth Zuniga

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**ADMINISTRATION**

**Stationery**

Friday, May 31, 2024

EXHIBIT E-7

ITEM	UNIT PRICE	BEGINNING INVENTORY		PURCHASE		CONSUMPTION		ENDING INVENTORY	
		QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH
Keycard Pad	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Breakfast Voucher	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Envelopes - Regular	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Envelopes - Window	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Group(s) Envelope	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Middle Invoice Envelopes	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Notepad	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Sales Brochure	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Sales Folders	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Small Invoice Envelopes	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
Letter Head	\$ -	0	-	0	\$0.00	0	\$0.00	0	\$ -
<b>TOTAL</b>		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -

\*\* All our stationery is provided by MDAD \*\*

Taken by: Scarleth Zuniga

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**ADMINISTRATION**

**Toners No Longer in Use**

Friday, May 31, 2024

**EXHIBIT E-8**

ITEM	UNIT PRICE	BEGINNING INVENTORY		PURCHASE		CONSUMPTION		ENDING INVENTORY	
		QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH	QUANTITY MONTH	VALUE MONTH
10 HP (Cyan) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
10 HP (Magenta) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
10 HP (Yellow) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
11 HP (Black) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
11 HP (Cyan) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
11 HP (Magenta) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
11 HP (Yellow) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
13X Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
304A (Cyan) Toner - CC531A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
304A (Yellow) Toner - CC532A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
305A (Black) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
305A (Cyan) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
305A (Magenta) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
305A (Yellow) Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
501A (Black) Toner - Q6470A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
502A (Cyan) Toner - Q6471A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
502A (Magenta) Toner - Q6473A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
502A (Yellow) Toner - Q6472A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
641A Cyan Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
FX8 Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
LD 335 Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
P-Touch TX-1411 Label		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
P-Touch TX-1311 Label		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
SEB2025CR (Cyan) 304A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
SEB2025MR (Magenta) 304A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
SEB2025YR (Yellow) 304A		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
TN-450 Toner		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
TZ-CL6 Cleaning Tape		0	\$ -	0	\$0.00	0	\$0.00	0	\$ -
Brother Innobella LC2032PKS		0	\$ -	0	\$0.00	0	\$0.00	2	\$ -
Canon 120		0	\$ -	0	\$0.00	0	\$0.00	1	\$ -
HP 126A Image Drum		0	\$ -	0	\$0.00	0	\$0.00	1	\$ -
LEK-2403SSA/2401SSA		0	\$ -	0	\$0.00	0	\$0.00	1	\$ -
<b>TOTAL</b>			<b>\$ -</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$ -</b>

**\*\* NO CHANGES \*\***

Taken by: \_\_\_\_\_

Scarleth Zuniga

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT F

- **Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N):**

<https://www.miami-airport.com/library/pdfdoc/Resources/TAC-N%20Forms%201.25.21.pdf>

- **Tenant Airport Construction Reimbursable Procedures (TAC-R:**

<https://www.miami-airport.com/library/pdfdoc/Resources/MDAD%20Procedure%20for%20TAC-R%20Projects%20.pdf>

**MIAMI-DADE AVIATION DEPARTMENT  
MIAMI INTERNATIONAL AIRPORT  
REIMBURSABLE OPERATING COSTS  
OPERATION OF MIA HOTEL AND RELATED AMENITIES**

The following categories of operating costs shall be reimbursable unless referenced otherwise in the Agreement:

1. Payroll and Related Expenses/Employee Benefits
2. Operating Expenses

Each of the cost categories are defined in detail by Department. These cost categories and supporting detail are not necessarily all inclusive. In the event of any conflict between elements of this exhibit and the Management Agreement, the Management Agreement shall govern. This exhibit may be administratively modified in accordance with the Management Agreement.

**1. PAYROLL AND RELATED EXPENSES**

Payroll and related expenses shall include salaries and wages and employee benefits for personnel employed by Management which are engaged in the operations and administration of certain facilities as described in the Management Agreement.

**A. Salaries and Wages:**

- Administration (To Include General Manager)
- Maintenance
- Room (i.e. Bell staff, Reservation, Front Office, Housekeeping)
- Sales

**B. Payroll Taxes:**

- Payroll Taxes (Including Employer FICA)
  - Social Security
  - Unemployment Insurance
- Workers Compensation

**C. Employee Benefits:**

Reimbursable employee benefits shall include the following, only to the extent that they are included in a Department approved budget, paid by Management and are not included in reimbursable salaries and wages:

- Vacation Pay
- Holiday Pay
- Health Insurance
- Bereavement Pay
- Jury Pay
- Uniforms

**2. OPERATING EXPENSES**

- Reservation Expense
- Travel Agent Commission
- Credit Card Fees
- Data Processing (Payroll)
- Employment Related Examinations (if required by Department)
- Employment Classified Advertisement
- Employee Parking Expense
- Employee Training
- Employee Uniforms
- Memberships Dues & Subscriptions (MIA Hotel)
- Annual Audit
- Office Supplies
- Printing & Stationary
- Advertising
- Postage
- Telephone
- Bad Debt
- Contract Services
- Exterminating Services
- Equipment Rental
- License & Permits
- Cable TV Expense
- General Liability Insurance
- Security Guard Service
- Janitorial Supplies
- Housekeeping Supplies
- Laundry Service
- Linen Purchases
- Service ware
- Disposable Service ware
- Decorations
- Parts and Supplies
- Other Minor Equipment – Less than \$1,000
- Miscellaneous Other Operating Supplies
- Paper Goods
- Electric Service
- Natural Gas Service
- Water & Sewer Service
- Florida Sales Tax
- Hospitality Employees Advancement and Training Fund



**PERFORMANCE BOND**

**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 **FIVE Hundred Thousand Dollars**, \$500,000 (words and figures) as required in Article 13.01 of the Management Agreement entitled "Performance Bond", 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 Management Agreement dated \_\_\_\_\_, Obligee has granted unto said Principal the right to operate manage and maintain the Club America Lounge at Miami International Airport and more fully described in said Management 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 Management 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 Management Agreement in Article 13.01 "Performance Bond".

**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: \_\_\_\_\_

**(TO BE INSERTED FOR SUCCESSFUL PROPOSER)**

---

**Irrevocable Standby Letter of Credit**

(On bank's letterhead)

Date: \_\_\_\_\_

L.O.C. No. \_\_\_\_\_

Miami Dade Aviation Department  
Attn: Accounts Receivable Manager  
4200 NW 36<sup>TH</sup> Street Bldg 5A Suite 300  
Miami, FL 33122

Gentlemen:

By order of       (Name of User)      , we hereby issue our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor in an amount not to exceed

\$ \_\_\_\_\_ in US Funds, effective immediately, and expiring at the close of business on \_\_\_\_\_, 20\_\_ at our counters at \_\_\_\_\_.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, identifying your Letter of Credit number. Each such draft(s) must be accompanied by your written statement to be signed by an official of the Miami Dade Aviation Department reading as follows:

“that       (Name of User)       has failed to comply with the terms of the management agreement entered into with the Miami-Dade Aviation Department”, and “we are hereby presenting our draft for payment.”

Partial drawings under this Letter of Credit are permitted.

This Letter of Credit shall be valid until \_\_\_\_\_, 20\_\_ and shall thereafter be automatically renewed without amendment for successive one-year periods upon each anniversary or before the above expiration date unless we notify you in writing by overnight courier at your above address, at least sixty (60) days prior to the above stated expiration date, that we elect not to renew this Letter of Credit.

In the event that we elect not to extend this Letter of Credit and notify you as above then this Letter of Credit shall be available by your draft at sight on us, which need not be accompanied by the above mentioned statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us if presented at our counters with this original Letter of Credit while this Letter of Credit is in force and effect.

Except so for as otherwise expressly stated, This Standby Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600).

\_\_\_\_\_  
Issuing Bank

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

Bond No. \_\_\_\_\_

Miami International Airport  
 Hotel and Related Amenities-  
 EXHIBIT J

Proposer:  
 Fiscal Year \_\_\_\_\_

CODE	DESCRIPTION	OCT	%	NOV	%	DEC	%	JAN	%	FEB	%	MAR	%	APRIL	%	MAY	%	JUNE	%	JULY	%	AUG	%	SEPT	%	TOTAL	%
	Revenue Sources																										
	Room Day																										
	Room Night																										
	Telephone Revenue																										
	Auditorium																										
	Other Income (List)																										
	Restaurant Collected																										
	<b>Total Gross Revenues</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%
	<b>Less Sales Tax</b>																										
	<b>Total Net Revenues</b>																										
	<b>Cost of Sales</b>																										
	Other (List)																										
	<b>Total Cost of Sales</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%
	<b>Payroll</b>																										
701110	Full Time Salaries																										
700160	Overtime																										
700112	Part Time Salaries																										
700150	Sick Leave																										
700151	Holiday Leave																										
700152	Vacation																										
	<b>Total Payroll</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%
701010	Social Security																										
701116	Unemployment Insurance																										
701110	Health Insurance																										
701115	Workers Compensation																										
	<b>Total Fringe Benefits</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%
	<b>Total Payroll and Fringe Benefits</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%

Miami International Airport  
Hotel and Related Amenities-  
EXHIBIT J

Proposer:  
Fiscal Year \_\_\_\_\_

CODE	DESCRIPTION	OCT	%	NOV	%	DEC	%	JAN	%	FEB	%	MAR	%	APRIL	%	MAY	%	JUNE	%	JULY	%	AUG	%	SEPT	%	TOTAL	%
<b>Operating Expenses:</b>																											
749885	Reservation Expense																										
749886	Travel Agent Commission																										
721310	Credit Card Fees																										
726110	Data Processing (Payroll)																										
721630	Employment Related Examinations																										
731403	Employment Classified Advertisement																										
730300	Employee Parking Expense																										
732020	Employee Training																										
749310	Employee Uniforms																										
	Memberships Dues/Subscriptions (MIA Hotel)																										
731130	Hotel)																										
721010	Annual External Audit																										
747010	Office Supplies																										
747015	Printing & Stationary																										
731450	Advertising																										
731611	Postage																										
731010	Telephone Service																										
731820	Bad Debt Expense																										
722430	Contract Services																										
722340	Exterminating Services																										
725910	Equipment Rental																										
732250	License & Permits																										
733210	General Liability Insurance																										
722430	Cable TV Expense																										
726020	Security Guard Service																										
722341	Janitorial Service																										
749245	Housekeeping Supplies																										
722320	Laundry Service (Rooms/Restaurant)																										
749240	Linen Purchases																										
749231	Serviceware/Disposable Serviceware																										
749620	Decorations																										
743110	Maintenance Parts and Supplies																										
747021	Other Minor Equipment - Less than \$750																										
749660	Miscellaneous Other Operating Supplies																										
722010	Electric Service																										
722020	Natural Gas Service																										
722110	Water & Sewer																										
749806	Florida Sales Tax																										
	<b>Total Operating Expenses</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%
	<b>Total Expenses W/Out Sales Tax</b>	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%	\$0.00	%

Miami International Airport  
Hotel and Related Amenities-  
EXHIBIT J

Proposer:  
Fiscal Year \_\_\_\_\_

CODE	DESCRIPTION	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	TOTAL
		%	%	%	%	%	%	%	%	%	%	%	%	%
	Net Operating Income to MIDAD (Net Revenues -Total Exp W/O S. Tax)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>DO NOT INCLUDE FEES ON THIS SCHEDULE</b>													
XXXXXX	Base Management Fee													
XXXXXX	Incentive Management Fee													
	Total to Management Company	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit K**

**Signed Labor Peace Agreement**



November 6, 2025

Amy Almanzar, Procurement Contracting Officer  
111 NW 1st Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-3040  
E-mail: Amy.Almanzar@miamidade.gov

**Re: Labor Peace Statement**

Driftwood Hospitality Management II, LLC (“Driftwood”) hereby confirms that it maintains an active Labor Peace Agreement in effect through the existing collective bargaining agreement (“CBA”) and subsequent Extension Agreement (attached below) between its affiliated entity, MDIA Hospitality Management, LLC, and UNITE HERE Local 355. This agreement ensures that there will be no labor dispute, disruption, or unrest affecting operations at Miami International Airport (MIA).

Driftwood will continue to adhere to all terms and conditions of the collective bargaining agreement currently in effect between MDIA Hospitality Management, LLC and UNITE HERE Local 355 — as well as any successor agreement approved by the Miami-Dade Aviation Department (MDAD) — to ensure full compliance with the Labor Peace requirements set forth in Resolution No. R-148-07.

Best,

A handwritten signature in black ink, appearing to be the initials "AS" with a stylized flourish.

Andrew Stevens  
EVP of Acquisitions & Development  
(786) 271-2381  
[astevens@dhmhotels.com](mailto:astevens@dhmhotels.com)

**COLLECTIVE BARGAINING AGREEMENT**

Between

Miami International Airport Hotel

and

UNITE HERE, Local 355

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## LABOR AGREEMENT

This collective bargaining agreement is entered into this 1st day of October, 2022 by and between Driftwood, operating at the Miami International Airport Hotel (hereinafter termed the "Employer") and UNITE HERE Local 355 hereinafter termed the "Union") to be effective on October 1, 2022, unless otherwise agreed.

### PREAMBLE

WHEREAS, the Union represents all full-time and part-time hotel service, housekeeping, employees employed by the Employer at the Hotel, and

WHEREAS, both the Employer and the Union desire to establish general standards of wages, hours and working conditions, now therefore it is agreed as follows:

### ARTICLE 1 - BARGAINING UNIT

Section 1: The Employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time hotel service, housekeeping, food and beverage, and employees (including room cleaners, housepersons, bell persons, telephone operators, maintenance, front desk, and night auditors) employed by the Employer at the Miami International Airport Hotel, but excluding all executives, secretarial, office clerical, sales, marketing, accounting, IT, managerial employees, security officers, and all other supervisors as defined by the National Labor Relations Act.

Section 2: In the event that the Employer established a new classification similar to those defined by Exhibit A of the Labor Peace Agreement covering this Hotel including on-site laundry, kitchen employees, servers, bussers, bartenders, cashiers, porters, hosts, concierges, laundry workers, and parking employees, the parties recognize that the classification appropriately belong in the bargaining unit covered by this Agreement. The parties shall meet to negotiate appropriate rates of pay and conditions for such classifications and they shall be included in this Agreement. If the parties are unable to agree, each of the parties agrees to submit its last, best and final proposal to final and binding arbitration. The arbitrator shall not have the authority to modify, alter, amend, supplement, add to or delete from either party's last, best and final proposal. The proposal selected by the arbitrator shall become part of this Agreement as of the date of the arbitrator's decision.

Section 3: The Union and the Employer agree that non-unit supervisory personnel will not perform duties which are currently done by employees covered by the scope of this Agreement except in an emergency or as necessary for the purpose of meeting a specific demand of services. Examples of such instances include, but are not limited to, instances of training, troubleshooting, a change in operational procedures, if unit employees are not immediately available. Under no circumstances would this have the purpose or effect of eliminating any scheduled position or hours.

### ARTICLE 2 - NO DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee on account of membership in or activity on behalf of or against the Union. In accordance with applicable laws, there shall be no discrimination against any employee as proscribed by federal, state and local law. The wage scales and all other conditions and benefits set forth herein shall apply equally to all persons employed under this contract.

### ARTICLE 3 - UNION SECURITY & CHECK-OFF

Section 1: Employees shall have the right to self-organization, form, join, or participate in the Union and to bargain collectively, through representatives of their own choosing.

Section 2: The Employer shall deduct from salaries or wages of the employees covered hereby, the initial dues and monthly dues owing to the Union upon receipt from the employees of an authorization duly signed by the employee, requesting the Employer to make such deduction. When if such authorizations are signed and delivered to the Employer, the Employer shall make such deductions each month, unless said authorization is revoked in writing as provided for in the signed authorization card, and shall remit to the Union such monies thus collected before the tenth (10) day of the month succeeding the month for which the dues and fees are collected; or if such collection be made at the end of the month, then within ten (10) days from the date said collection is made. In the event an employee enters into any litigation with the Employer by reason of the operation of this Article, the Union shall assume the full responsibility for any judgment

obtained by such employee against the Employer and the Union shall have the right to take over the defense of such action. The Union shall be solely responsible for the distribution to employees and timely submission of such authorization forms to the designated Employer representative.

Section 3: The Employer shall not enter into any individual agreement with an employee covered by this Agreement concerning the terms and conditions of employment which varies from the terms or conditions of this Agreement.

Section 4: TIP Fund: The Employer agrees to deduct and transmit to the Treasurer of UNITE HERE TIP (To Insure Progress) Campaign Committee the amount of contribution specified for each payroll period or other designated period worked from the wages of those Employees who voluntarily authorize such contribution at least seven (7) days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee, unless said authorization is revoked.

These transmittals shall occur no later than thirty (30) days following the month in which the deduction was made, and shall be accompanied by a list setting forth as to each contributing Employee his/her name, and social security number for each Employee for whom a deduction has been made and the amount deducted by the payroll or other designated period and contribution amount. The Employer shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

### ARTICLE 4 - UNION VISITATION

Section 1: Authorized representatives of the Union shall have admission to the premises of the Employer at all reasonable hours for the purposes of meeting with Employees concerning Union business such as wages, hours, and working conditions. However, such Union Representatives shall not engage or interfere with any employees during an employee's work time nor shall the Representative visit guest rooms without the express authorization of management or unless accompanied by a designated Employer agent or manager. However, nothing in section shall prohibit the Union Representative from entering into work areas for the purpose of briefly announcing their presence on the property. Such visits shall not interfere with the conduct of the Employer's business or with the performance of work by employees during their worktime. Nothing in this Section shall prohibit a Union Representative from exercising rights afforded by the National Labor Relations Act.

Section 2: The representative shall make their presence known to the Employer upon entering the premises. This provision is also applicable to any individuals accompanying the union representatives.

#### **ARTICLE 5 - SHOP STEWARDS**

Section 1: The Union shall have the right to appoint a reasonable number of shop stewards. The shop steward and/or union representative shall process grievances at all levels. The Union will notify the Employer of the names of all shop stewards and shall maintain with the Employer an up-to-date list thereof.

Section 2: All grievance proceedings shall be held on non-working time unless the Union and the Employer agree to the contrary. Shop stewards shall be required to fulfill their obligations to the Employer and perform their job duties as any other employee covered by the Agreement. Stewards shall have the right, at reasonable times, to discuss grievances with employees and representatives at no expense to the Employer. The exercise of this right shall in no way interfere with the performance of their duties as employees or the duties of other employees.

#### **ARTICLE 6 - HIRING OF EMPLOYEES**

Section 1: The Employer shall be the sole and final judge as to the suitability of the applicant for the vacancy. Nothing herein shall be deemed to abridge the Employer's right at any and all times to determine whom it shall hire.

Section 2: The Employer shall supply the Union, on a monthly basis a list of the names, addresses, social security number, and classification of all persons hired into bargaining unit within the past month.

Section 3: Promotion and Transfer: The Employer will post vacant positions for (5) calendar days on a bulletin board accessible to all employees. Current employees wishing to fill vacant positions shall complete their applications within five (5) calendar days after the posting period has begun. If no application is received from a qualified employee within the bargaining unit, applications will then be considered from outside applicants. Within the bargaining unit, qualified applicants will be selected based upon such factors as past experience in a particular classification, skill, ability, and performance. Where such factors are equal, classification seniority within the department of the vacancy, followed by hotel seniority for applicants from outside the department of the vacancy, shall be the determining factor.

In the event that a bargaining unit employee transfers to a new classification, position or department, he/she shall have a thirty (30) day on-the-job training/trial period in order to qualify for the position. If at any time during such trial period the Employer, or the employee, determines that he/she should not continue performing such job, that employee, with notification to the Union, shall be returned to their former position. The employee so returned shall not suffer a loss of seniority or wages, although any employee hired to replace such employee in the prior position will be subject to layoff or return to their prior position.

#### **ARTICLE 7 - PROBATION**

All newly hired employees shall work a ninety (90) day probationary period, which ninety (90) days must be accrued during which time the Employer will review the employee's ability and demeanor and during which time the Employer may discharge said employee with or

without cause and without right to review by the grievance and arbitration procedure.

## **ARTICLE 8 - MANAGEMENT**

Section 1: The Employer retains the exclusive right to plan, determine, direct, and control the nature and extent of all operations. The Employer retains all rights and authority, except as specifically abridged, delegated, or modified by this collective bargaining agreement.

Section 2: The Employer may, at its sole discretion, install or introduce any new or improved methods of operation or procedures or task assignments to maintain efficient operations in order to deliver, in the Employer's judgment, the appropriate level of guest service and services.

Section 3: Consistent with the express terms of this Agreement the Employer retains its inherent right to direct and control its work force in all areas pertaining to hiring, evaluating, layoffs, recall, terminations, staffing, scheduling, establishing and enforcing service standards and otherwise determining the number of employees and managers required and the tasks assigned to all such personnel.

Section 4: The Employer shall have the right to make such reasonable rules and regulations, and revise the same, as it may deem necessary and proper for the conduct of its business, provided, however, that such rules and regulations shall not be inconsistent with this

Agreement. The employer shall notify the union of proposed changes involving mandatory subjects of bargaining under the National Labor Relations Act that are not addressed elsewhere in this agreement and will give the union an adequate opportunity to bargain prior to implementation. Should no agreement be reached as a result of bargaining or in the absence of bargaining, the Union may timely contest the reasonableness of the Employer's rule through the grievance and arbitration process.

## **ARTICLE 9 - NO STRIKE / NO LOCKOUTS**

Section 1: Both the Union and the Employer recognize the service nature of the hotel business and the duty of the hotel operators to render continuous and hospitable service to the public in the way of lodging, food, and other necessary hotel accommodations.

Section 2: Therefore, the Union agrees that it will not call, engage, participate, or sanction any strike, sympathy strike, stoppage of work, picketing of the hotel, sit-down, sit-in, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business, for any reason whatsoever; nor will it interfere with any guest at the hotel, while he is a guest occupying a room or space.

Section 3: The Employer agrees it shall not lockout its employees or any part of its employees.

Section 4: Any such act by the Union, any bargaining unit employee, or the Employer shall be a violation of this Agreement, and the same, including any and all disputes in reference thereto, shall be submitted as any other dispute under this Agreement to arbitration. This provision, however, shall in no way limit either Party's ability to seek immediate injunctive relief from a court in the event of any breach or threatened breach of this Article by the Union or any bargaining unit employee(s) or the Employer.

Section 5: During the term of this Agreement there shall be no lockout, strike, or stoppage of any kind, pending the determination of any complaint of grievance and for a period of the ten (10) days after the rendition of the arbitrator's award and then only for the refusal of either party to abide by such arbitrator's award.

## ARTICLE 10 - SENIORITY FOR EMPLOYEES

Section 1: The seniority provisions hereinafter set forth shall have application only to all bargaining unit employees after the completion of the probationary period.

Section 2: Seniority with the Employer shall be computed from the day an employee commences work.

1) Hotel seniority shall be defined as an employee's last date of hire by the Hotel in a position without a break in service resulting in a loss of seniority.

2) Classification seniority shall be defined as an employee's last date of hire into his/her current classification where outlet classification seniority is not applicable.

Application of Seniority:

a) Hotel seniority shall apply to benefits.

b) Classification seniority shall apply to layoffs and recall.

c) Preference for posted schedules, which include shifts, days off, holidays, and vacations shall be by classification seniority, once a schedule is vacated and is going to be filled due to Hotel business levels. (Thus, no bumping unless a schedule is vacated.)

Section 3: Seniority shall continue to be considered unbroken when an employee cannot work while on a leave of absence for accident, illness, pregnancy related disability, induction into the Armed Forces of the United States of America, or such other conditions as authorized under FMLA, or when granted a personal leave of absence by the Employer, provided, however, such voluntary leaves of a personal nature shall not exceed a period of one (1) month. The Employer and Union may, however, for good cause, provide for extensions.

Section 4: Employees may lose seniority for:

- a) Voluntary quit, or
- b) Discharge for cause, or
- c) Failure to respond to recall notice mailed to last known address within one (1) week, or
- d) Lay-off for a period of over two (2) years or
- e) Absent longer than an authorized leave of absence.

Section 5: When two employees are hired on the same date, seniority shall be determined by using the last four digits of the employee's valid Social Security number (highest number equates to most seniority).

## ARTICLE 11 - LAYOFF

Section 1: The Employer shall have the right during the slack periods of business to reduce the number of employees in the various classifications as it may deem appropriate in its best business judgment, provided the Employer observes all provisions of this Collective Bargaining Agreement.

Section 2: The Hotel shall provide the Union with advance notice of a layoff within a reasonable time after it decides a layoff will occur and an opportunity to bargain about a potential layoff over issues such as selection of employees for the layoff and alternative procedures. Bargaining shall be expedited and commence immediately. If no agreement is reached within ten

(10) business days of receipt of the Hotel's notice, the Hotel can proceed with the layoff as originally proposed, unless otherwise mutually agreed.

Section 3: A recall list shall be established that will include all employees laid off from employment. A laid-off employee shall have recall rights for two (2) years. Recall shall be accomplished in reverse order of layoff, by classification seniority. Employees shall be notified of a recall by certified mail to the employees' last known address in English, Spanish and Creole.

Employees on the recall list are responsible for updating their current addresses. The Hotel shall notify the Union of any recalls. An employee may be recalled to any position for which he/she is qualified, in the judgment of the Hotel. An employee may refuse recall to a position outside of his/her classification and will remain on the recall list until a position becomes available within his/her classification for up to one (1) year after his/her layoff. An employee who chooses to accept recall must accept recall within forty-eight hours (48 hours) from actual receipt or personal communication of the recall notice or five (5) calendar days, whichever is less, and must report to work no later than seven (7) calendar days from the date of receipt or notice or waive all recall rights. An employee on layoff shall be automatically removed from the recall list 1) upon non- response to a recall notice received or failure to timely report to work after accepting recall; 2) two (2) years following layoff; or 3) if s/he accepts another position with the Hotel.

## ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1: The Employer shall have the right to discipline or discharge for just cause.

Section 2: A warning notice issued or other disciplinary action form shall become null and void one (1) year after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent disciplinary action. Written discipline notices issued to employees must contain information and reasons for which the notice is issued. A copy shall be signed by a representative of the Employer and also by the employee. By signing said notice, the employee acknowledges receiving the disciplinary notice, but shall not be considered an admission of guilt.

In order to afford employees due process and the Employer proper time to investigate, such discipline notices will be issued no later than seven (7) calendar days from the day after the occurrence giving rise to the discipline. If an employee is not scheduled to work during said seven (7) day time period, the Employer will request from the Union a timeline extension and such timeline extension will not be unreasonably withheld or limited.

Section 3: In most instances, the Employer will apply a policy of progressive discipline

in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. Progressive discipline is defined as: Verbal Warning, First Written Warning, Second Written Warning, Final Written Warning, and Termination. Suspension pending investigation does not constitute discipline. In a situation wherein serious misconduct has occurred, or been uncovered, the disciplinary steps outlined herein may be skipped by the Hotel.

Section 4: The Employer will void all previously issued and current discipline notices in unit employees files at the time of ratification of this Agreement that were issued prior to calendar year 2022.

### **ARTICLE 13 - WAGES & CLASSIFICATIONS**

Section 1: The scale of wages to be paid by the Employer is as shown on the schedule attached and marked Schedule A. Schedule A shall be considered minimum wages for the categories covered. No employee shall suffer a reduction in wage as a result of this Agreement.

Section 2: All employees' rates of pay shall be on an hourly basis and there shall be no guarantee of wages or pay other than on an hourly basis. The Employer will pay wages no less frequently than twice per month.

Section 3: Employees may be required to perform work in more than one department or classification provided, however, that any employee performing work in more than one department or classification shall receive the rate of pay of the highest classification in which he is performing work during the period he is performing such work in more than one department or classification.

Section 4: Should any classification not listed in this Agreement be desired to be established during the term hereof, and said new classification falls within the jurisdiction of the Union, then the parties agree that they will, upon ten (10) days' written notice, meet to negotiate the rate to be paid.

Section 5: Employees hired after the execution of the Agreement will be paid the new hire rate set forth in Schedule A. In the event the new hire wage increases during the employee's first year, he shall receive such increased new hire rate of pay.

#### Section 6:

- a) No employee hired prior to the execution of this agreement shall receive a wage less than the new hire rate for his/her classification in Schedule A.
- b) Effective upon ratification, the wage rate and increases for unit employees shall be increased as set forth in Schedule A.
- c) An employee required by the Employer to act as a trainer will receive a premium of \$1.00 per hour spent training each employee trained.

Section 7: Night Differential: A premium of \$1.00 per hour shall apply to those employees for whom the majority of hours worked falls between 11:00 p.m. and 7:00 a.m.

## ARTICLE 14 - HOURS & OVERTIME

Section 1: Employees shall be scheduled for an eight and one half (8.5) hour day. The normal work week shall be forty (40) hours. The Employer shall maximize the forty (40) hour work week schedules by seniority within classification. This shall not constitute a guarantee of forty hours for all employees.

Section 2: All employees shall be granted a one half (1/2) hour unpaid lunch and an additional fifteen (15) minutes paid break.

Section 3: All work performed over forty (40) hours in a Hotel workweek shall be paid at time and one half. The employer has the right to schedule a reasonable amount of overtime according to Federal law. In the event of necessary overtime, it shall be offered by seniority within classification on a voluntary basis. For unexpected overtime of a short duration within a day (not more than 4 hours), overtime shall be offered first to those employees within the classification currently working the shift. If sufficient coverage is not available, additional overtime may be offered by seniority within the classification on a voluntary basis to employees not currently working the shift. The method of outreach shall be mutually agreed upon by the Union and the Employer for each classification. In the event that there are not sufficient volunteers, the Employer shall require overtime by inverse seniority within classification. All employees who work overtime on a voluntary or involuntary basis must be qualified to perform the available work. It is understood that the Employer will first offer additional shifts by seniority to employees within the classification who have not otherwise been scheduled for forty (40) hours before offering additional shifts by seniority to employees who have been scheduled for forty (40) hours.

Section 4: All work performed in a regular workweek on the sixth day shall be paid at time and one half.

Section 5: All work performed in a regular workweek on the seventh day shall be paid double time.

Section 6: All employees shall have two (2) regular, consecutive days off unless the employee requests otherwise or business requirements necessitate such a change. Schedules shall be posted three (3) days in advance. The Employer must give three (3) calendar days' notice of intent to change regular days off, except in emergencies. In the case of emergencies where less than three (3) days' notice is given, the Employer shall provide the Union with written notice, including the names and classifications of effected employees and the reason giving rise to the change. A reduction in occupancy does not constitute an emergency.

Section 7: All persons scheduled to work and who report shall be guaranteed four (4) hour's pay; all persons scheduled to work and who commence work shall be guaranteed eight (8) hour's pay.

Section 8: Reasonable Request: It is agreed that no employee will refuse reasonable request to perform job duties except for health and safety reasons.

Section 9: Provided that it does not violate another provision of this agreement, any employees transferring into a new bargaining unit position will be paid at the rate commensurate with

the employee's Hotel seniority.

Section 10: Voluntary Early Outs: In the event that an early out is the result of the exclusive request of an employee to leave, the employee will only be paid for hours worked. All voluntary early outs must be approved by management. All other early outs shall be subject to Section 7, above.

## **ARTICLE 15 - VACATIONS**

Section 1: Each full-time employee shall be entitled to receive one (1) week paid vacation upon the completion of one (1) year of continuous service; two (2) weeks paid vacation after the completion of two (2) years' service, three (3) weeks paid vacation after the completion of five (5) years' service, four (4) weeks paid vacation after the completion of ten (10) years' service, and five (5) weeks paid vacation after the completion of fifteen (15) years' service.

Section 2: The pay for non-tipped employees for such week or weeks of vacation shall be at the normal rate of an employee, i.e., his hourly rate times his normal hours of work per week. The hourly rate for tipped employee for such week or weeks of vacation shall be the Miami-Dade County Living Wage or his normal rate, whichever is higher, times their normal hours of work per week.

Section 3: Any employee with over one-year of seniority shall be eligible upon lay off for pro-rata vacation pay. The formula for the pro-rata vacation pay shall be the same percentage but not to exceed 100% of the employee's regular vacation.

Section 4: Any employee whose seniority is broken shall be treated as a newly hired employee for vacation purposes.

## **ARTICLE 16 - HOLIDAY PAY**

Section 1: The following are paid holidays that will be paid at the Miami-Dade Living Wage or the regular rate of pay, whichever is greater. If the employee works on the holiday, the employee shall be paid holiday pay plus the regular rate of pay.

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday of January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Employee Birthday

Section 2: If the holiday falls on the employee's scheduled day off or during his vacation period, the employee will receive holiday pay in lieu of time off for the holiday. If the employee is scheduled to work and calls-off on the holiday, he shall not be eligible for the holiday pay. Employees who are on approved paid leave shall be eligible for holiday pay. The Employer may, if the granting of time off for the holiday interferes with its business operation, elect to give the employee holiday pay in lieu of time off for the holiday. This will be kept at a minimum insofar as possible. The Employer shall not alter regular schedules in order to avoid holiday pay (e.g., a five day schedule shall not be reduced to four days in the event of a holiday in that workweek).

## **ARTICLE 17 - SERVICE CHARGES AND FEES**

Section 1: Bell Persons - The bell person gratuity for all group tours and pre-arranged group movements will be \$13.00 per person in and out and shall be increased to \$14.00 on January 1, 2023 provided the group has agreed to such a portorage fee. The hotel shall endeavor to negotiate the portorage defined herein. Contracts with a lesser portorage amount shall be honored by the Hotel.

Section 2: The distribution of information and marking materials to guest rooms for clients and guests shall be done by bell persons.

Section 3: Any current fees paid to Bell staff as of ratification of this Agreement shall remain in effect.

## **ARTICLE 18 - BEREAVEMENT PAY**

Section 1: Employees who wish to take time off due to the death of an immediate family member should notify their manager immediately. "Immediate family" is defined as the employee's spouse, domestic partner, parent, step-parent, grandparents, brother or sister, step-brother, step-sister, child, grandchild, child's spouse, employee's spouse's or domestic partner's parent, grandparent, child, or sibling. The Employer may ask for verification in writing.

Up to three (3) consecutive scheduled days of work will be provided to employees. Excluding on-call employees, Bereavement Pay will be paid if the employee misses already scheduled days of work

Section 2: In the event of a death of an immediate family member that requires travel outside of Florida, the employee shall upon request be entitled to up to five (5) regularly scheduled working days off, of which three (3) shall be paid and up to two (2) unpaid. In the event of a death which requires the employee to travel outside of the United States, the employee shall upon request be entitled to up to ten (10) regularly scheduled working days off, of which three (3) shall be paid and up to seven (7) unpaid.

## **ARTICLE 19 – JURY PAY**

Any regular employee who is required to serve on a jury of any type on normal work days when scheduled to work shall be paid by the Employer the difference between the jury fee paid said employee for such jury duty and the employee's regular wage per day, for up to a total of seven days that the employee shall serve on such jury.

## **ARTICLE 20 – MEALS**

The Employer shall provide a break room for employees. The break room will include a refrigerator and microwave. In lieu of a meal, the Employer provide free of charge: coffee and tea. The Union and the Employer shall meet within 60 days of ratification to discuss specific items to be offered.

## **ARTICLE 21 – UNIFORMS**

Section 1: The Employer shall provide three (3) complete uniforms to the employee within 90 days of ratification. The uniforms will be "wash and wear" and employees will be expected to lauder uniforms at their own expense. Additional uniforms shall be provided on an as-needed basis and at least one new uniform shall be provided annually.

Section 2: Where practicable, proper attire and/or all requirement to protect employee's health regarding working conditions under extreme heat or cold shall be provided by the Employer.

#### **ARTICLE 22 – UNION BUTTONS**

The Hotel acknowledges that under the National Labor Relations Act, as amended, employees have certain rights to wear Union-provided buttons while at work.

#### **ARTICLE 23 – BULLETIN BOARD**

Bulletin boards shall be provided on which the Union may post official Union notices. One such bulletin board shall be positioned inside the break room.

#### **ARTICLE 24 – TRAINING PROGRAMS**

Section 1: Mandatory employee training, education programs, and/or departmental meetings are an essential aspect of human resources management. Training hours will be paid at the Miami-Dade Living Wage or their regular rate, whichever is greater, per hour for training time.

Section 2: All employees attending training on a regular day off shall receive a minimum of four (4) hours pay.

Section 3: Union Training: An employee will be granted a leave of absence without pay and benefits for a period of up to one year in order to participate in Union-sponsored training programs. Requests for such leave of absence will not be unreasonably denied. An employee who participates in a Union sponsored training program shall maintain his/her seniority.

#### **ARTICLE 25 – GRIEVANCE AND ARBITRATION**

Section 1: Any grievance other than a discharge case shall be processed in the following manner and every effort shall be made by the parties to secure the prompt disposition thereof.

Step 1: Grievances shall be discussed by the affected employee and shop steward or union representative with the affected employee's immediate supervisor provided said grievance is presented within seven (7) calendar days from the date of occurrence, or discovery, giving rise to the grievance.

Step 2: Should no satisfactory settlement be made of the grievance at Step 1, the union representative may appeal the grievance to the General Manager or his/her representative. Such appeal must be made in writing within seven (7) calendar days of the presentation of the grievance to the immediate supervisor.

Arbitration: Should no satisfactory settlement be made of the grievance at Step 2, the union representative may appeal the grievance to arbitration. Such appeal must be served in writing within fourteen (14) calendar days of the presentation of the grievance to the Director of Human Resources or his/her designee. Arbitrations must be filed within thirty (30) days of the completion of the grievance procedure.

Section 2: Any grievance over a discharge may be advanced directly to Step 2.

Section 3: Any dispute appealed to Arbitration shall proceed in the following manner:

- a. The Union may submit a grievance to final and binding arbitration by demanding arbitration in writing to the Employer. A seven-name panel of available arbitrators shall be requested from the Federal Mediation and Conciliation Service;
- b. A representative of the Union and a representative of Management will then agree on a single arbitrator from the FMCS supplied list to hear and determine the matter;
- c. In the event the representatives are unable to agree on the selection of an arbitrator from this list, then the representatives will, by lot, determine who goes first and will proceed in an alternative manner to strike names from the list with the final name remaining to be selected as the arbitrator;
- d. The selected arbitrator will then be engaged.

Section 4: As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the subject matter of the dispute. The arbitrator shall render a decision not later than thirty (30) calendar days from the date of the hearing and such decision will be served on the Employer and the Union in writing and will be final and binding on both parties unless such thirty (30) calendar day limit is extended by mutual agreement.

Section 5: The Employer may introduce into evidence at arbitration copies of written guest complaints (redacted to protect guest identifying information only) that have previously been provided to the Union, if requested.

Section 6: The arbitrator may render an ex parte default award. Both parties agree that a judgment may be entered enforcing any award rendered as above in the courts of the State of Florida or in the United States District Court having jurisdiction over the sites of the principal office of the Employer.

Section 7: The arbitrator shall have jurisdiction and authority to apply, interpret, and determine compliance with the terms of this Agreement, but may not add to, deviate from, detract from, or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted for arbitration.

Section 8: The expenses and fees of the arbitrator, court, reports, transcripts, and room facilities for the arbitration, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay the witnesses who are called by them.

Section 9: The time limits specified in this Article may be extended by mutual agreement in writing.

Section 10: Notwithstanding the provisions of this Article, the parties are free to mutually agree upon a manner, other than arbitration, in which they dispose of any grievance.

Section 11: The arbitration procedure described herein may be instituted only by the Union and by no other person, party, or entity.

Section 12: The arbitration herein described shall proceed to completion upon the merits unless the party objecting hereto obtains a court order stating such arbitration.

**ARTICLE 26 – RETIREMENT**

Section 1: Employees shall be allowed to participate in any retirement plan offered by the Employer to other employees of Driftwood Hospitality during the term of this Agreement.

**ARTICLE 27 – HEALTH BENEFITS**

Section 1: The total Health and Welfare (including Dental and Administration) monthly contributions rates for Employers and Employees are listed below in Table 1. Contributions shall be increased by 9% on July 1 of each year of this Agreement, beginning July 1, 2023.

Table 1

<b>Level of Coverage / Total Rate</b>	<b>Employer Contribution</b>	<b>Employee Contribution</b>
Employee Only            \$552.99	\$552.99 (100%)	N/A
Employee/Child(ren)   \$1017.84	\$966.95 (95%)	\$50.89 (5%)
Employee/Spouse        \$1280.99	\$1125.89 (90%)	\$125.10 (10%)
Family                     \$1662.70	\$1496.43 (90%)	\$166.27 (10%)

The Employer shall pay the “Employee Only” contribution as set forth above for each employee covered by this Agreement and transmit this sum each month to said Fund no later than the 10<sup>th</sup> day of the following month, together with the names, social security numbers, and gross wages earned by the employees for whom payments were made upon forms required by the Fund. The Employer similarly shall pay the Total Rate at the dependent level for each employee enrolled at either the Employee/Children, Employee/Spouse, or Family level and who has agreed to payroll deduction of the Employee Contribution using the Employer’s payroll deduction form.

Section 2: The Employer's contributions to the Fund shall be limited as hereinabove specified. The requirements of the Fund with respect to when participant contributions begin and end shall not be changed during the term of this Agreement.

Section 3: The Employer shall, upon request, be furnished with copies of audit reports and booklets describing the plan of the benefits (Summary Plan Descriptions). The Employer shall further be furnished with monthly reports (via email) from the Fund with the names of newly enrolled employees, employees who have dropped coverage in the prior month, and employees who have signed a form declining enrollment in the Fund.

Section 4: In the event that any future legislation be enacted, there shall be no duplication or cumulation of coverage, and the parties shall negotiate such changes as may be required by law.

Section 5: The Employer further agrees to make available to the Fund all records of employees hired, classification of employees, names, ages, social security numbers, and wages paid which the said Fund may require for its sound and efficient operation.

Section 6: In the event the Employer shall become in arrears in payment to the Fund, as outline above, for a period of one month (1) or more, the Employer shall then pay to the Fund the sum of 6% interest, per annum, on all arrearages due to the Fund. Furthermore, in the event the Fund must resort to legal action for arrearage collections, then the Employer shall be responsible for all costs including legal fees and 6% interest for the necessary expenditures involved in the collection of said arrearage payments.

Section 7: The Employer shall make contributions for employees on paid vacation and holidays.

Section 8: Notwithstanding anything contained in the Article to the contrary, the Employer's obligation to make the contributions under this Article ceases if the Fund fails to be qualified under Section 4.01 and 5.01 of the Internal Revenue Code. The Union represents that the Fund currently qualifies under Section 4.01 and 5.01 of the Internal Revenue Code and complies in all material respects with the provisions of ERISA. The Union further represents that there has been timely filing on behalf of the Fund of all appropriate reports and all information material with the IRS and the Department of Labor.

Section 10: The Employer shall contribute on all employees following thirty (30) days of continuous employment.

## **ARTICLE 28 – SUCCESSOR CLAUSE**

Section 1: The Employer may not lease, sublease and/or contract out services to outside operators in which the Employer has no ownership interest without renegotiations and mutual agreement with the Union. The Food and Beverage Outlet on the Seventh Floor is not covered by this collective bargaining contract.

Section 2: The parties agree that in the event of a sale, assignment, or lease, the Employer shall be obligated to pay for and/or transfer to the buyer, successor, or assignee, all wages and accrued holiday and vacation benefits due to the employees up to the date of sale, assignment, or lease. If an employee does not become eligible for benefits accrued, the seller shall receive credit for said sums from the buyer.

Section 3: Effective upon ratification, in the event that the Employer sells, transfers, or assigns all or part of its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation, or in the event there is a change in the ownership of the Hotel that impacts bargaining unit employees, the Employer shall give the Union reasonable advance notice in writing. The Employer further agrees that as a condition to any such sale, assignment or transfer, it will obtain from any successor a written promise that the successor shall hire a majority of the Hotel's employees represented by the Union (subject to changes in the level of staffing) and will recognize the Union as the collective bargaining representative for the employees in that position represented by the Union, and furnish a copy thereof to the Union, in which event, the Employer shall be relieved of its obligations hereunder to the extent that it has transferred its right, title, or interest. This provision shall expire on the date of the expiration of this Agreement.

## **ARTICLE 29 – RELIEF APPEALS**

Whenever it shall appear to an Arbitrator appointed under this Agreement that the factual situation with respect to the Hotel is such that the wage and hour scales provided in this Agreement will work unusual hardship on such hotel, and affect adversely the interest of the workers therein, such wage and hour scales may be modified, in such hotel, to the extent approved by the Arbitrator.

## **ARTICLE 30 – PAID TIME OFF (PTO)**

All full-time employees shall be eligible to receive five (5) PTO days per year and each calendar year thereafter. All employees will be paid at the Miami-Dade Living Wage or their regular hourly rate, whichever is greater. All unused PTO days accrued over five (5) such days will be paid in full in the last pay period of the calendar year. Unused PTO days will not be carried over to the next calendar year. Employee annual PTO days paid shall not be counted toward the Hotel's Time and Attendance Policy.

## **ARTICLE 31 – ORIENTATION**

The Union shall be afforded the right to meet with new hires in the orientation process for one-half (1/2) hour. In addition, the Hotel shall provide the Union with the name, classification, and hire date of all new bargaining unit employees at least five (5) days prior to orientation, if practicable. The Employer will not otherwise involve itself in the union orientation process.

## **ARTICLE 32 – HOUSEKEEPING**

Section 1: A credit is defined as a room or a portion of a large room such as a large suite. Guest Room Attendants are paid by the hour and will be assigned fifteen (15) credits per workday during their normal shift, provided that any attendant may volunteer to take extra credits over and above the 15 assigned. All occupied rooms shall be cleaned on a daily basis unless a guest places a Do Not Disturb sign on the guest door, or otherwise affirmatively declines service. The Employer shall not incentivize or solicit guests to decline service.

Section 2: In the event a Room Attendant believes s/he will not be able to complete the assigned number of rooms in the time allocated for a legitimate reason, s/he shall advise her/his floor supervisor no later than two (2) hours before his/her shift is scheduled to end, as soon as s/he is aware so that other arrangements can be made and the guest experience will not be jeopardized. The supervisor will assess the situation and will either arrange for help or will reduce the number of rooms assigned on that particular day. In the event that sufficient additional assistance is not available, the employer may authorize the room attendant work beyond the scheduled shift to complete the assigned rooms if the room attendant is able to stay.

If the room attendant is unavailable to stay, extra rooms will be offered to those working that day as described in Section 3 below. Extra credits for rooms cleaned are paid the sum of seven dollars and fifty cents (\$7.50) if completed during the scheduled shift. Extra rooms shall be offered by seniority.

Section 3: If a Room Attendant is required to clean on three (3) floors during a shift, her/his credit assignment will be reduced by one (1).

Section 4: If a Room Attendant is required to clean eight (8) or more double/doubles, a

required credit shall be deducted from their daily assignment on such a day.

Section 5: To the extent practicable and by seniority, Room Attendants shall be assigned to a regular section. Room Attendants assigned to a regular section may be required to make up rooms in other nearby sections, if there are insufficient rooms in their assigned sections. Sections shall not be altered in order to avoid reductions in room assignments due to assignment reductions described in Sections 3 through 4 above.

Section 6: Any housekeeping gratuity charged to a group or tour shall be distributed in the following manner: 90% to the Room Attendants and 10% to Housepersons who worked while the group was in-house. The gratuity shall be shared among those employees who serviced the rooms occupied by the group. The Union shall receive upon request, the breakdown of any such gratuity distributed to bargaining unit personnel.

Section 7: The Union and employer will meet and bargain during the first ninety (90) days of the contract over the assignment of credits and agree to possibly address a small number of credit adjustments. In the event that the Employer intends to introduce modifications in its rooms, it shall notify the Union of the proposed changes and will give the Union adequate opportunity to discuss prior to implementation.

Section 8: A sum of five dollars (\$5.00) shall be paid to the Room Attendant for the make-up of a roll-away bed or a crib. This will be increased by \$0.25 beginning on January 1, 2023 and by an increase of \$0.25 for each year thereafter.

Section 9: In the event a Houseman believes s/he will not be able to complete the day's assignment in the time allocated for a legitimate reason, s/he shall advise her/his floor supervisor no later than two (2) hours before his/her shift is scheduled to end, as soon as s/he is aware so that other arrangements can be made and the guest experience will not be jeopardized. The assignment of stocking linen shall be rotated among housemen. In the event the Employer intends to introduce modifications to the Houseperson workload or job requirements, it shall notify the Union of the proposed changes and will give the Union adequate opportunity to discuss said changes.

Section 10: All Room Attendants shall be equipped with a panic button that indicates the location of the employee through a wireless connection to security or relevant management that can take immediate action. The device used shall be agreed upon by the parties.

### **ARTICLE 33 – PARKING**

The Employer shall pay the cost of parking for all bargaining unit employees.

### **ARTICLE 34 – HEALTH AND SAFETY**

Section 1: The Hotel and the Union agree to establish and maintain a "Joint Health and Safety Committee" of up to five (5) participants per party at each meeting. The Committee will meet at least quarterly and meetings will be initiated by the Hotel.

Section 2: The Employer shall provide a safe and healthy workplace, as required by law

and provide adequate equipment and supplies.

## **ARTICLE 35 – CIVIL RIGHTS**

### Section 1: EMPLOYMENT AND PRE-EMPLOYMENT BACKGROUND CHECKS

1. The Employer does not currently condition the hiring, continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information. The Employer shall afford the Union the opportunity to negotiate prior to implementing credit checks.

2. The Employer will provide employees an opportunity to discuss, in the presence of a Union representative, an arrest or a criminal accusation that did not result in a conviction or that is not currently pending, prior to taking any adverse action unless such action is required by law or Airport regulations.

3. Upon learning an employee's criminal conviction, the Employer may take into consideration the following criteria:

- a. The specific duties and responsibilities of the position;
- b. The bearing of the criminal offense on the applicant's fitness or ability to perform the job;
- c. The time that has elapsed since the offense;
- d. The age of the applicant at the time of the offense;
- e. The frequency and seriousness of the offense; and
- f. Any information provided by the applicant to show that s/he has been rehabilitated.

4. However, the Employer shall be the sole judge of an employee's fitness for employment or a specific position.

### Section 2: INCARCERATION

1. Employees who have been incarcerated retain a reasonable obligation to notify or have someone notify the Employer, regarding any absence from work.

2. An incarcerated employee may be excused from providing notice regarding each scheduled shift, however, whether such is excused by the Employer is at the sole discretion of the Hotel.

## **ARTICLE 36 – IMMIGRATION**

Section 1: Affected employees must provide to the Union notice of any of the regular monthly reports reflecting the names of employees whose work authorizations which are known to be expiring in the next 30 days. The Union shall hold the Employer harmless on account of any liability, claim, suit or dispute arising out of the provision of information relating to employee work authorization, including the reasonable cost of any defense made necessary by any such liability, claim, suit or dispute. Nothing in this subsection limits the Employer's ability to comply with Airport or government directives.

Section 2: In the event an employee, who has completed his or her probationary period, is terminated due because he or she cannot provide legitimate proof or identity or legal authorization to work in the United States, the employee shall be reinstated as soon as practicable to his or her former position without a loss in seniority, upon the employee providing proper work authorization within twelve (12) months of the date of termination. If an employee is unable to provide the required documents within twelve (12) months, but is able to do so within twenty-four (24) months or his or her termination, the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without previous seniority. The parties

agree that such employees will be subject to a new probationary period.

Section 3: If an employee with two or more years of service needs additional time (than provided for in Section 2 above), the Employer will hire the employee into the next available opening in the employee's former classification upon presentation of proper work authorization, but as a new hire without seniority. The parties agree that such employees will be subject to a new probationary period.

Section 4: The Employer shall notify the Union immediately if it receives any type of warrant, subpoena or request from the Department of Homeland Security (DHS) or related government agency relating or referring to bargaining unit employees.

Section 5: Paid Citizenship Holiday: On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate as used for holiday pay.

Section 6: Non-Discrimination: While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice among themselves, as long as employees refrain from using the language of their choice among themselves in front of guests who may not understand them. As such, employees must speak make efforts to speak English in front of guests. Further, the Employer shall provide any employee who is disciplined or discharged with notice in the language in which he/she is most fluent, and shall conduct any meeting which may lead to or concern discipline or discharge in the language in which the employee is fluent, provided Areas has a member of management that speaks that language. Otherwise, discipline will be in English.

## **ARTICLE 37 – HOSPITALITY EMPLOYEES ADVANCEMENT AND TRAINING FUND**

Section 1: The Employer agrees to contribute \$.07 per hour paid per employee to the Hospitality Workers Training Fund. The Hospitality Workers Training Fund has been established and maintained pursuant to Section 302 of Taft-Hartley Act and the provisions of the Employee Retirement Income Security Act. The Employer agrees to be bound by the Fund's Trust Agreement.

Section 2: The Employer shall pay the contribution as set forth above for each employee covered by this Agreement and transmit this sum each month to said Fund no later than the 10<sup>th</sup> day of the following month, together with the names, social security numbers, and hours worked by the employees for whom payments were made, upon forms required by the Fund.

Section 3: In the event the Employer shall become in arrears in payment to the Fund, as outlined above, for a period of one (1) month, or more the Employer shall then pay to the Fund the sum of 6% interest, per annum, on all arrearages due to the Fund. Furthermore, in the event the Fund must resort to legal action for arrearage collections, then the Employer shall be responsible for all costs including legal fees and 6% interest for the necessary expenditures involved in the collection of said arrearage payments.

Section 4: Notwithstanding anything contained in the Article to the contrary, the Employer's obligation to make the contributions under this Article ceases if the Fund fails to be tax exempt under Section 5.01 of the Internal Revenue Code. The Union represents that the Fund is tax exempt under Section 5.01 of the Internal Revenue Code and complies in all material respects with the provisions of ERISA and that there has been timely filing on behalf of the Fund of appropriate reports and all informational material with the IRS and the Department of Labor.

## SCHEDULE A: MINIMUM WAGES

Section 1. The minimum hourly rates for the job classifications covered by this Agreement are set forth below. No current employee shall make less than the minimum hourly rate.

Section 2. No employee shall make less than the Florida Minimum Wage or the Miami-Dade Living Wage, whichever is greater. For Tipped employees, the Employer may deduct the relevant tip credit as defined by the State and County, respectively.

Section 3. Starting wages shall be increased by the same amount as the annual wage increase: \$1.25 each January 1 of this Agreement.

CLASSIFICATION	UPON RATIFICATION
Guest Service Supervisor	\$19.00
Guest Service Agent	\$18.00
Reservations Agent	\$18.00
Night Auditor	\$20.00
Bell Captain	\$14.75
Bell Service Agent	\$14.00
Housekeeping Inspectress	\$17.50
House Person Supervisor	\$17.50
House Person	\$17.00
Room Attendant	\$17.00
Public Area	\$17.00
Maintenance	\$17.69
Banquet Supervisor	\$19.00
Banquet Set Up	\$17.69

Section 5: The Union and the Employer shall engage in a joint process to determine the Hotel's training needs.

Section 6: The Union and the Employer will work together to obtain additional funding for employee training from various sources.

Section 7: If an applicant is certified according to mutually established criteria through Fund's training entity, such certification shall be considered in the application process.

**ARTICLE 38 – COMPLETE AGREEMENT**

This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties, and supersedes all previous agreements and practices which were made in the term of the prior agreement. This language does not preclude discussion between the parties on the subject matter not contained herein.

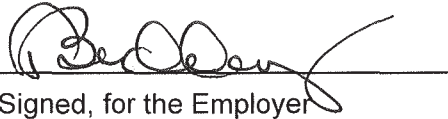
**ARTICLE 39 – DURATION**

This Agreement shall remain in effect from October 1, 2022 through September 30, 2025 inclusive, and thereafter from year to year, unless either party, not less than sixty (60) days prior to the anniversary date, signifies in writing its desire to change or modify this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 4th day of October, 2022.

AGREED:

MDIA HOSPITALITY MANAGEMENT, LLC

  
\_\_\_\_\_  
Signed, for the Employer

10/21/2022  
Date

AGREED:

  
\_\_\_\_\_  
Signed, for the Union

Signed, for the Union

October 4, 2022  
Date

**EXTENSION AGREEMENT**

**BETWEEN**

**UNITE HERE, LOCAL 355 (Union)**

**AND**

**MDIA HOSPITALITY MANAGEMENT, LLC, which operates MIAMI  
INTERNATIONAL AIRPORT HOTEL (Employer)**


The Employer and the Union are both parties to an existing Collective Bargaining Agreement at the Miami International Airport Hotel that expires on September 30, 2025, that includes terms and conditions of employment for those employees covered by such Agreement.

The parties agree that the current Collective Bargaining Agreement will remain in full force and effect until the ratification of a new agreement or until the cancellation of this Extension Agreement. Either the Employer or the Union may cancel this Extension Agreement by giving at least ten (10) days' written notice, excluding weekends, to the other party.

For MDIA Hospitality Management, LLC

For UNITE HERE, Local 355

By: 

By: 

Date 10/6/2025

Date: September 30, 2025

**Exhibit L**

**Executed Affidavits and Condition of Award Certificates  
(from Management)**



**NON-COLLUSION AFFIDAVIT**

**(In accordance with Sections 2-8.1.1 and 10-33.02.1 of the Code of Miami-Dade County)**

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

[Empty rectangular box for listing related respondents]

B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

**Note:** Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**Written Declaration:** Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: EVN0003708      Solicitation Title: Management and Operation of the MIA Hotel

By:   
Signature of Affiant

Date: January 23 2026

David Buddemeyer  
Printed Name of Affiant and Title

2 / 7 - 1 / 4 / 8 / 9 / 2 / 54  
Federal Employer Identification Number

DRIFTWOOD HOSPITALITY MANAGEMENT II LLC  
Printed Name of Bidder/Proposer

11770 U.S. Hwy 1 N Ste. 202, North Palm Beach, FL 33408  
Address of Bidder/Proposer



## Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in referenced competitive solicitation

Solicitation No. EVN0003708

Solicitation Title: Management and Operation of the MIA Hotel

Regency Hotel Management LLC
Sunshine Enterprise USA LLC



## CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

DRIFTWOOD HOSPITALITY MANAGEMENT II LLC does not meet any of the criteria set forth in Paragraphs 2 (a) ?(c) of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: David Buddemeyer

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative: David Buddemeyer

Date: 10/28/2025



## KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

DRIFTWOOD HOSPITALITY MANAGEMENT II LLC does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: David Buddemeyer

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative: David Buddemeyer

Date: 10/28/2025

## **Exhibit M**

**Implementing Order 3-58 – First Source Hiring Referral Program**

**<https://documents.miamidade.gov/ao-io/IO/IO-03-58.pdf>**

**Exhibit N**

**Telecommunications Systems / Services –  
Airport Rental Agreement**

This Agreement is made as of \_\_\_\_\_, between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and \_\_\_\_\_ a \_\_\_\_\_ corporation/partnership/sole proprietorship (the "Customer"), conducting business at Miami International Airport ("MIA" or the "Airport");

- 1) **Agreement.** The County agrees to deliver, install, rent, and maintain telecommunications systems and services consisting of: (1) switch access to its common telecommunications switching equipment and software which will be shared by the Miami-Dade Aviation Department ("MDAD" or the "Department") and its tenants at the Airport ("Switch Access"), (2) network access to the local telephone exchange carrier ("Network Access"), and (3) telecommunication terminal equipment and cabling, when itemized and executed on Schedule I. Such equipment and services are described in the Equipment and Services Schedule I and Maintenance Schedule III attached hereto, including optional services and features and made a part hereof, (collectively, the "System") and the Customer agrees to rent the System (the "Rental"), subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by the County. The Customer agrees to cooperate with the County by providing all credit and financial information that may be required by the County. Upon the County's approval of the Customer's rental application, the Customer agrees to execute all documents relating to the Rental and promptly return them to the County. In the event all required and properly executed documents and advance payments are not provided to the County, the County may, in addition to other delineated rights and remedies delay cutover until such executed documents and advance payments are received and approved by the County.

- 2) **Schedules.** The attached schedules (the "Schedules") are part of this Agreement:
- |                |  |
|----------------|--|
| - Schedule I   | Equipment and Services Schedule              |
| - Schedule II  | Acknowledgment and Certificate of Acceptance |
| - Schedule III | Maintenance Schedule                         |
- 3) **Installation.**
- a) The Customer will be responsible for, and provide or arrange for at its own expense (in a timely manner as required or directed by the County): (1) necessary floor plans and accessible System locations free from environmental hazards; (2) reasonable access for the County; (3) completed copies of database feature forms; (4) raceway, conduit, holes and wireways, where not otherwise provided herein; and (5) easements and microwave licenses.
- b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. The County will install the System in a workmanlike manner without damage to the Customer's premises, and will obtain necessary work permits to install the System. The County will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- 4) **Force Majeure.** The County's performance under this Agreement shall be excused to the extent and for the time compliance is beyond the County's reasonable control for reasons that include but are not limited to: strikes; work stoppage; fire; water; wind; acts of God; disruption in service for any cause; storms; lightning; delays by suppliers and subcontractors; delays of power company; delays of the local exchange company, interexchange carrier, or any other carrier; governmental action; or any Customer nonperformance such as (i) non-payment, or (ii) failure to execute an acceptance certificate or rental document.
- 5) **Term and Acceptance.** This Agreement shall be effective upon execution by the Customer and the County, but the term of this Agreement (the "Rental Term") shall commence on the "Commencement Date" (as hereinafter defined) and shall terminate on the last day of the Rental Term stated in Schedule I; provided, however, the Customer's indemnities, assumption of liabilities, and other duties, and all of the County's disclaimers herein shall survive the termination of this Agreement. The Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of rent hereunder, with the Customer's execution of the "Acknowledgment and Certificate of Acceptance" contained in Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the Commencement Date under this Agreement. The Customer shall execute the Acknowledgment and Certificate of Acceptance, with the County's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (the "Cutover").
- 6) **Payment of Rent.** The rent for the System (the "System Rent") shall be as listed in Schedule I and shall be payable, without notice or demand, pursuant to said Schedule.
- 7) **Cancellation.** After paying the first twelve (12) monthly payments under this Agreement including twelve (12) months of payments for any additions, the Customer may cancel this Agreement by giving sixty (60) days written notice to the County and by paying a cancellation fee equal to: (a) seventy percent (70%) of the unpaid System Rent; AND (b) three (3) monthly payments for Switch Access and Network Access. With the County's prior written approval, the cancellation fees will be waived, if this Agreement is assigned to a MIA tenant who assumes all the obligations of this Agreement.
- 8) **Training.** The County will provide instruction and training in the use of the System, to employees of the Customer for a reasonable time (not to exceed thirty (30) days) after the Cutover.
- 9) **Maintenance.** The County will maintain the System in good repair, and will provide the necessary parts and labor to maintain the System as provided in Schedule III; provided the Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. The Customer's SOLE AND EXCLUSIVE REMEDY for the County to correct a defect in the System is limited to the County's performance under this Section 9.
- The County's duty to maintain the System:**
- a) Excludes any service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind storms, lightning, acts of God, acts of public enemies, improper wiring, installation of equipment, items, material, or software by the Customer or third parties, failures or changes resulting from local exchange company, failures or changes resulting from local power company, failures or changes resulting from other transmission providers, or repair or alteration of the equipment or software by anyone other than the County; and
- b) requires that Customer maintain a suitable operating environment for the System.
- BY CUSTOMER REQUEST, REPAIRS NECESSITATED BY ANY OF THE EXCEPTED CAUSES IN SECTION 9(a) ABOVE, SHALL BE PERFORMED BY THE COUNTY AT ITS THEN PREVAILING RATES. THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.
- 10) **LIMITATION OF LIABILITY: THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) CAUSED BY THE COUNTY'S NEGLIGENCE. IN NO EVENT HOWEVER WILL THE COUNTY AND ITS CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR: (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS); OR (C) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF THE CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF THE COUNTY, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT THE COUNTY OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.**
- 11) **Title.** The County shall retain title to the System and the Customer shall have no interest in the System other than the rights acquired as a customer hereunder. The Customer acknowledges the County may affix to and maintain on such System identifying labels indicating the County's ownership. The System shall remain County personal property and not become a fixture or part of any Customer real estate regardless of the manner in which it may be installed or attached. If requested by the County, the Customer will, at the Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. The Customer shall protect and defend the County's title, and, at the Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through the County, and shall not permit the County's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to: (a) any lien of the owner of real property upon which the System is installed; or (b) of any purchaser of, or future creditor obtaining a lien on, said real property. The Customer shall give the County immediate notice of any attachment or judicial process affecting any item of the System.
- 12) **Use of the System(s), Inspections and Reports.** The Customer shall use the System(s) solely for business and not for personal, family or household purposes. The Customer may only use the System at the location set forth in Schedule I. The Customer's use of the System shall conform with all applicable federal, state, and local laws and rules. The County shall have the right to inspect the System at all reasonable times during the Customer's normal business hours.

## Additional Terms and Conditions

- 13) **Alterations and Attachments.** The Customer shall not permit any equipment or other items or material (the "Other Equipment") or software (the "Other Software") to be used on or in connection with the System, which does not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by the Customer at Customer's own expense and risk. The County makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
- Without the prior written approval of the County, at the end of the Rental Term, the Customer must remove any additions to the System not otherwise subject to this Agreement (the "Additions") made by Customer during the Rental Term, and restore the System, at the Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event the Customer fails to remove an Addition, it shall become the property of the County.
- 14) **Indemnification.** The County will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation, or maintenance of the System, and which is reported to the County in writing within sixty (60) calendar days of the incident.
- The Customer shall indemnify and hold harmless the County and its officers, employees, agents and authorized representatives, and instrumentalities from any and all claims, liabilities, losses, damages, and causes of action, including attorney's fees and costs of defense, which may arise or be incurred as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Customer or its employees, agents, servants, partners, principals, or subcontractors, except to the extent such act is caused by the County's negligence. The Customer shall pay all claims and losses of any nature whatsoever 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 be issued thereon. The Customer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Customer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and authorized representatives, and instrumentalities as herein provided. Nothing contained in this Section 14 shall be construed so as to require the Customer to indemnify the County's employees, agents, and authorized representatives for their own negligence.
- 15) **Return of System.** Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Customer will make the System available for removal which shall be accomplished in a careful and reasonable fashion by the County. The System will be returned to the County in the same condition as originally installed, ordinary wear and tear excepted, or the Customer will pay for the restoration of the System to such condition. The County shall not be obligated to restore the premises to its original condition. If the Customer does not return the System or make it available for removal by the County, then in addition to all other remedies in this Agreement, the County has available all other remedies available at law or equity. All obligations of the Customer under this Agreement shall remain in force and effect until the System is returned to the County.
- 16) **Events of Default by the Customer.** The occurrence of any one or more of the following events (an "Event of Default") shall constitute a default under this Agreement:
- Failure by the Customer to pay any installment of System Rent or any other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter;
  - failure by the Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule, or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to the County at any time, which such failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from the County;
  - dissolution, termination, or discontinuance of the Customer's business (including, without limitation, the death of the proprietor if the Customer is a sole proprietorship or the death of a general partner if the Customer is a partnership), the sale of substantially all of the Customer's assets, or the sale or pledge of the controlling interest in the Customer;
  - the Customer's insolvency, the appointment of a receiver for any property of the Customer, assignment by the Customer for the benefit of creditors, admission by the Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization, or similar laws by or against the Customer or any property it possesses, or if the Customer enters into an agreement of composition with its creditors; or
  - the attempted sale by the Customer of a System or any part thereof, or the issuance of any levy, seizure, or attachment thereon or pertaining thereto.
- 17) **Remedies of the County.** At any time after the occurrence of an Event of Default, the County may exercise any one or more of the following remedies:
- The County may, upon seven (7) days written notice, terminate this Agreement with respect to any System, or portion thereof, or all of the Systems;
  - the County may demand and recover from the Customer all System Rent and other amounts then due;
  - the County or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to the Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, and whereupon all rights and interest of the Customer to possess and use the Systems shall absolutely cease, but the Customer shall remain liable as provided herein;
  - the County may demand the Customer return any System or portion thereof, or all of the Systems to the County in accordance with this Section 17 herein; and
  - the County may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance, and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to the County in law or in equity. Any repossession or subsequent sale or lease by the County of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against the Customer shall not bar the County's right to repossess any System or portion thereof, or all of the Systems.
- 18) **County Event of Default and Customer Remedy.** The Customer may terminate this Agreement upon thirty (30) days written notice in the event of the County's material breach of this Agreement. Such written notice shall identify the material breach(es) and provide a reasonable time to cure in the notification to remedy the cause(s). The County has fifteen (15) days to cure the cause of the termination (the "Cure Period"). Such Cure Period commences the day after the thirty (30) day written notice period runs. The Customer may extend the Cure Period. This shall be the Customer's exclusive remedy.
- 19) **Insurance.** In addition to such insurance as may be required by law, the Customer shall maintain during the term of this Agreement the following insurance:
- Public Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.
  - Automobile Liability Insurance** coverage for all owned, non-owned and hired vehicles used in connection with this agreement in amounts not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
  - Property Damage.** The Customer will bear the risk of loss or damage to the leased equipment for the replacement cost and will reimburse the County for any damages to the equipment.
- The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Customer in this Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.
- Prior to the commencement of operations hereunder, and annually thereafter, the Customer shall furnish certificates of insurance to Miami-Dade County Aviation Department and the Risk Management Division, which certificates shall clearly indicate: (1) the Customer has obtained insurance in the type, amount and classifications as required for strict compliance with this Section 19; (2) any material change or cancellation of the insurance shall not be effective without thirty (30) days prior written notice to the County; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.
- The County reserves the right to require the Customer to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Customer, which notice shall automatically amend this Agreement effective thirty (30) days after such notice. Compliance with the foregoing requirements shall not relieve the Customer of its liability under any other portion of this Agreement.
- 20) **Further Assurances.** The Customer will execute and deliver to the County such additional instruments as the County deems necessary hereunder.
- 21) **County's Performance of the Customer's Obligations.** If the Customer fails to perform any of its obligations under this Agreement, the County may perform any act or make any payment which the County deems necessary for the maintenance and preservation of the Systems and the County's title thereto. All sums so paid by the

## Additional Terms and Conditions

County (together with all related "Late Payment Charges", as hereinafter defined) and reasonable attorney's fees incurred by the County in connection therewith shall be additional System Rent immediately due and payable by the Customer to the County. The performance of any act or payment by the County shall not be deemed a waiver or release of any obligation or default on the part of the Customer.

- 22) **Severability.** Any provision of this Agreement prohibited by the laws of a state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 23) **Amendments and Waivers.** This Agreement and the Schedules constitute the entire agreement between the County and the Customer with respect to the rental of the Systems, and supersede all previous communications, understandings, and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson, agent, or authorized representative of the County and not expressed in this Agreement are not binding upon the County. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both the County and the Customer, except that the County may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and the County may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 24) **Late Payment Charge:** In the event the Customer fails to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Miami-Dade Board of County Commissioners and/or Florida Statutes (currently set at one and one-half percent (1½%) per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. The right of the County to require payment of such interest and the obligation of the Customer to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.
- 25) **Assignment.** The Customer shall not assign this Agreement without the County's written consent. No assignment or transfer of any sort shall relieve the Customer of its obligations hereunder. The County may assign any rights under this Agreement to an affiliate or any other assignee, and the Customer agrees to execute any documents that such assignee may reasonably require. The Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under Section 14 herein may not apply in full to such assignee.
- 26) **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the County, including (a) the rules and regulations of the Department, (b) Chapter 25, Code of Miami-Dade County, Florida, and (c) operational directives issued thereunder, in addition to all additional laws, ordinances, administrative orders, regulations, and rules of the federal, state, and local governments, and any and all plans and programs developed in compliance therewith, which may be applicable to the operations of this Agreement.
- 27) **Customer's Representations.** The Customer represents that this Agreement is a lawful, binding and valid obligation of the Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by the Customer, and that all information concerning the Customer's financial condition which has been or will be supplied to the County is and will be true and correct.
- 28) **Notices.** All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this Section 28 shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Department:

Manager, Information Services Division  
Miami-Dade Aviation Department  
PO Box 526624  
Miami, Florida 33152-6624

For the Customer:

[Billing Customer Name] \_\_\_\_\_  
[Customer Address] \_\_\_\_\_  
[City, State & Zip Code] \_\_\_\_\_  
[Billing Contact] \_\_\_\_\_  
[Telephone Number] \_\_\_\_\_

- 29) **Miscellaneous.**
- a) If the Customer uses a purchase order or similar document to order a System or addition thereto, the Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
  - b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
  - c) The Customer will pay all of the County's costs or expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement.
  - d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
  - e) This Agreement shall be binding upon and in use to the benefit of the County and the Customer and their respective successors and assigns.
  - f) Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.
- 30) **Terms and Execution.**
- a) This Agreement binds the Customer when it is executed by the Customer and binds the County when executed by the County and delivered to the Customer.
  - b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between the County and the Customer. The County has provided the Customer a favorable rent in return for the County performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the System Rent. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
  - c) The Customer agrees that the County shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting the County's performance hereunder is withdrawn, abridged, or amended so as to preclude the effective delivery by the County of services hereunder. In such event, the County shall notify the Customer in writing and the Customer's sole obligation thereafter shall be to compensate the County for the equipment and services rendered by the County to date.

Miami-Dade Aviation Department

Customer

By:

By:

Title:

Title:

Date:

Date:

Rental # \_\_\_\_\_ Date: \_\_\_\_\_

With respect to the certain Airport Rental Agreement dated \_\_\_\_\_ (the "Agreement") between the County and \_\_\_\_\_ (the "Customer"), the County and the Customer agree to incorporate the following additional terms and conditions into said Agreement:

- 1) Location: Miami International Airport
2) Rental Term: ( ) months.
3) Payment: The Customer shall pay to the County the total rental (which includes maintenance) for the Rental Term of the Agreement...
4) System Rent: /100 Dollars (\$) (Monthly System Rent during Rental Term: \$ per month...
5) Security Deposit: The Customer shall pay two (2) months rent as a security deposit...
6) Estimated Commencement Date:
7) Attachments: The following Schedules are attached to and made a part of this Agreement: Schedules I, II, & III.
8) Installation: The total amount due for installation of the System is /100 Dollars (\$) plus applicable taxes.
9) Maintenance Hours: The County will respond to System failures during the hours specified by the maintenance plan...
10) Equipment and Features: The equipment and features subject to the Agreement are set forth below:
1) Switch Access \$ /month
2) Network Access \$ /month
3) System - Terminal Equipment \$ /month
4) System - Other \$ /month
Monthly Rent See Attached quote #
(A continuation sheet may be added if more room is needed)
11) Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above...
12) Post-Cutover Changes: If the Customer wishes to add additional County equipment and/or features to the System...
13) Renewal: If the Customer is not in default under this Agreement, the Customer can either (a) renew this Agreement...
14) Miscellaneous: All terms defined in the Agreement shall have the same meaning herein.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement.

Miami Dade Aviation Department

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

To [Miami-Dade Aviation Department](#)

The Customer, \_\_\_\_\_ acknowledges, represents and warrants to the [County](#) that the equipment subject to the Rental Agreement dated \_\_\_\_\_, between the [County](#) and the undersigned: (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturer's specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date"; and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement  
Date: \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**The maintenance plan features the following services:**

**1. Types of Failures:**

Troubles reported by the Customers will fall into two categories: a) Major Failures, and b) Minor Failures.

- a. Major Failures are those that severely impede the ability for a Customer to conduct business at the Airport and shall be defined as an occurrence of any of the following:
  - 1. A failure of the telephone switch, its common equipment or power supplies which renders it or them incapable of performing normal functions for five percent (5%) or more of the stations or trunks.
  - 2. A failure of network components that will render over five percent (5%) of work stations inoperable.
- b. Minor Failures are any other failures including a failure of any ancillary equipment such as intercom circuits, paging input arrangement, or any other telecommunications equipment or component.

**2. Response and Repair Time:**

Based on the trouble classification, the response will be in the following manner:

- a. Major Failure- Immediate response during business hours (Monday-Friday, 7 A.M. – 11 P.M., Eastern Time) and within two (2) hours for off hours (Monday-Friday, 11 P.M. – 7 A.M., Eastern Time; and twenty-four (24) hours a day Saturday, Sunday, and holidays).

Remedial maintenance will begin immediately for a major malfunction, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after the repair notification time by the Customer, via the service provider tracking processes with the appropriate service ticket number, however, if not corrected, the service provider's personnel must be on-site no less than forty-five (45) minutes during business hours and no less than two (2) hours during off hours from the repair notification time. Repair work shall start immediately and continue until the problem is resolved. All commercially reasonable efforts will be made to complete repairs within eight (8) hours from the time the Customer reported the incident.

- b. Minor Failure - Response within eight (8) business hours.

Repairs not defined as a major failure will begin as expeditiously as possible, and all commercially reasonable efforts shall be made to complete repairs within one (1) business day from the time the Customer reported the incident. Repairs may be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair must be confirmed and the status updated by the next business day by notification to the service provider. Response to minor service interruptions will take place within eight (8) business hours.

“Respond” is equated to having technical support and/or troubleshooting the problem within aforementioned times. Note that during the troubleshooting process, the service provider is coordinating directly with the Customer until the problem is resolved.

**3. Miscellaneous:**

- All parts and labor are included, unless the failure is due to abuse or misuse of the equipment or facilities.
- Preventive maintenance routines are included.
- Utility coordination with the local telephone company and other common carriers are provided.
- Consultation services on the Customer's system are included.
- User training (beyond that provided in Section 8 of the Agreement) is optional, and at an additional cost.
- Traffic studies to determine adequate system utilization (not to exceed two (2) annual Customer requested studies) are included.

## Exhibit O – FAA Special Provisions

### A. General Civil Rights Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors through the completion of the contract.

### B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

### C. Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
  3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- D. All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- E.** All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- F.** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].
- G.** The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.