MEMORANDUM

Agenda Item No. 14(A)(4)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	April 16, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving Grant Agreement, between Learjet, Inc. and Miami-Dade County relating to grant in amount of $5,000,000.00 from Building Better Communities General Obligation Bond Program Project 124 - "Economic Development Fund"; and Authorizing County Mayor to execute Grant Agreement on behalf of County and exercise all provisions contained therein

Resolution No. R-338-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

For

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM
(Revised)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	April 16, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Agenda Item No. 14(A)(4)

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**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 14(A)(4)
4-16-24

RESOLUTION NO. R-338-24

RESOLUTION APPROVING GRANT AGREEMENT, BETWEEN LEARJET, INC. AND MIAMI-DADE COUNTY RELATING TO GRANT IN AMOUNT OF $5,000,000.00 FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT 124 - "ECONOMIC DEVELOPMENT FUND"; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT ON BEHALF OF COUNTY AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, Appendix A to Resolution No. R-914-04 ("Public Infrastructure Resolution") lists projects eligible for funding from the Building Better Communities General Obligation Bond Program ("Bond Program") by project number, municipal project location, Commission district, project description, street address, and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Public Infrastructure Resolution and approved by the voters for funding is Project No. 124 – Economic Development Fund ("Project 124") with a project description that states "Provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" and a maximum allocation amount of $75,000,000.00 for eligible (meets all federal and state legal requirements and is within the scope the ballot question) public infrastructure projects ("Project 124 Fund"); and

WHEREAS, this Board has previously allocated all $75,000,000.00 of Project 124 Funds to infrastructure projects, subject to the negotiation of the County Mayor or County Mayor's designee (the "County Mayor"), of a Grant or Interlocal Agreement to be presented by the County Mayor to this Board for its approval; and

WHEREAS, this Board established a wait list for projects awaiting Project 124 Funds that are recaptured from approved recipients of a Project 124 funding allocation that is no longer deemed eligible for such Project 124 funding ("Recaptured Funds"); and

WHEREAS, this Board, through Resolution No. R-441-22, rescinded and recaptured Project 124 funding allocations from projects with whom the County had been unable to reach agreement and directed the County Mayor to enter negotiations with the next project(s) in line awaiting Project 124 funding; and

WHEREAS, Learjet, Inc., a Florida for-profit corporation ("Grantee") is on the wait list and eligible to receive Recaptured Funds; and

WHEREAS, this Board desires to approve a grant to the Grantee in the amount of $5,000,000.00 of Project No. 124 Funds for the partial funding of certain public infrastructure improvements related to the completion of the New Bombardier Service Centre (GOB Project) Project at Miami - Opa-Locka Executive Airport, 15000 NW 37 Court, Opa-Locka, FL 33054,

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

Section 1. The foregoing recitals are incorporated herein by reference and approved.

Section 2. This Board hereby approves the Grant Agreement between the Grantee and Miami-Dade County for a grant in the amount of $5,000,000.00 from Building Better Communities General Obligation Bond Program Project No. 124 – "Economic Development Fund" in substantially the form attached to this resolution as Attachment A.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute and deliver the Grant Agreement on behalf of the County and exercise all provisions conferred therein.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of April, 2024. 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.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES
MIAMI-DADE COUNTY
GRANT AGREEMENT

Economic Development– New Bombardier Service Centre
GOB Project Number 124

This Grant Agreement ("Agreement" or "Grant Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida ("County" or "Miami-Dade County"), through its governing body, the Board of County Commissioners ("Board") and Learjet Inc., a Florida for-profit corporation company with its principal business address at One Learjet Way, Wichita KS 67209 ("Grantee") is entered into this _______ day of ___________________, 2024 ("Effective Date").

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted a series of resolutions that authorized the issuance of $2.926 billion in general obligation bonds ("GOB") for capital projects and on November 2, 2004, a majority of those voting approved the bond program ("BBC GOB Program"); and

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of $352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 124 entitled "Economic Development Fund" with a project description of "provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" ("Project 124"); and

WHEREAS, the Board approved an allocation of $5,000,000.00 ("Grant") to the Grantee from Project 124 for certain public infrastructure improvements described in Section 4 of this Agreement ("GOB Project") in connection with the construction of a new Service Centre located in the Miami-Opa-Locka Executive Airport. The project centers on the expansion of Bombardier's Service Center (currently based in Fort Lauderdale) from its current building into a new, state-of-the-art facility that will be at least 2 times as large as the existing site ("Development") because the Development will attract one or more new businesses or cause the expansion of existing businesses to the County which will result in the creation of 120 New Jobs (as defined in this Agreement) as described in Exhibit A to this Agreement ("Exhibit A"); and

WHEREAS, the County and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the Grant to the Grantee,

NOW THEREFORE, pursuant to resolution of the Board which specifically authorizes the County Mayor or County Mayor's designee to execute this Grant Agreement and any other related agreements and certificates and in consideration of the mutual promises and covenants contained in this Grant Agreement and the mutual benefits to be derived from this Agreement, the County and the Grantee agree as follows:

Section 1. **Parties; Effective Date; and Term.** The parties to this Agreement are the Grantee and the County. The Board has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to as the "County Mayor." The County Mayor has assigned the responsibility for monitoring this Agreement to the Department of Regulatory and Economic Resources ("RER").

This Agreement shall take effect as of the date written above upon its execution by the County and the Grantee. Subject to Section 2 and Section 16 below, this Agreement shall have a term commencing on the Effective Date and expiring twenty-five (25) years from the Job Certification Date (as such term is defined in Section 3 herein). Notwithstanding the foregoing, to the extent that the GOB Project is on land owned by Miami-Dade County, this Agreement shall expire concurrently with the expiration of the Security (as such term is defined in Section 6 of this Agreement).

Section 2. **Job Creation.** Exhibit A sets forth the projected economic impact that the Development shall have on the community, including the number of new jobs to be created and the new business or expanded businesses that will result from the completion of the Development.

The Grantee has agreed to create or cause to be created 120 New Jobs with annual average salaries of no less than the greater of: (i) $70,000.00 and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida ("Job Salary Amount"). The Grantee agrees to maintain or caused to be maintained the 120 New Jobs averaging the Job Salary Amount for four (4) additional years from the Job Certification Date (as such term is defined in Section 3 below) in accordance with the deadlines and timeframes set forth below ("Job Requirement"). The County shall determine, as set forth in this Agreement, the number of New Jobs created and maintained averaging the Job Salary Amount on the Job Certification Date and on the anniversary date of each year following the Job Certification Date ("Anniversary Dates"). The County and the Grantee agree that "New Jobs" are defined as permanent full-time or full-time equivalent positions averaging at least 1,872 hours per job per year (which in sum total is not less than 224,640 hours per year for all of the jobs) from: (i) new businesses located in the area of the Development, (ii) existing businesses relocating to Miami-Dade County to the area of the Development as a result of the Development, and/or (iii) business expansions in the area of the Development of businesses already located in Miami-Dade County, and excludes construction jobs and jobs existing as of the commencement date of the construction of the Development, unless such jobs are permanent jobs created in connection with, and in anticipation of, the operation and management of the Development after the Development is completed, provided, however, such new permanent full time equivalent jobs shall be net of any permanent jobs eliminated as a result of the Development.

The creation of no less than 120 New Jobs averaging the Job Salary Amount shall be referred to herein as the "Hiring Condition." The Grantee shall achieve the Hiring Condition on or before two (2) years from the date of the Certificate of Occupancy for the Development, including the GOB Project. Grantee shall thereafter continuously maintain the Hiring Condition for a minimum period of five (5) years such that all New Jobs averaging the Job Salary Amount shall remain with the positions filled for the five-year period, to be verified annually (such five-year period, being referred to herein as the "Job Maintenance Period").

The determination of whether the Job Requirement has been met shall be certified in the form of reports provided by the Grantee to the County as required by this section. The County and Grantee acknowledge and agree that it shall be the burden of Grantee to reasonably establish, to the satisfaction of the County, that the Job Requirement has been met. Within 90 days of the Job Certification Date for the Hiring Condition and, on a quarterly basis during the Job Maintenance Period, the Grantee shall provide the County with copies of the State of Florida RT-

6 reports along with the payroll reports for each quarter. These reports will provide part of the basis of oversight of the Hiring Condition. The determination of the number of direct New Jobs created and maintained shall be certified in the form of an annual report attached as Exhibit "E" which shall be submitted by Grantee within 90 days from each Anniversary Date, based upon the Grantee's and Third-Party Employers' RT-6 filings with the State of Florida, to evidence the number of New Jobs during the previous year and the average salaries paid, prepared and certified by: (1) the Grantee's Certified Public Accountant (CPA) or an agent of Grantee who has been duly authorized to sign on behalf of Grantee by a corporate manager or officer, and (2) each Third-Party Employer's CPA or an agent of the Third Party Employer who has been duly authorized to sign on behalf of the Third-Party Employer, by a corporate manager or officer, along with all pertinent supporting documentation to support the annual report. In conjunction with such annual report, Grantee shall submit (and shall require that each Third-Party Employer submit): (a) a sworn affidavit or other written affirmation attesting that the new jobs certifications in said report are true and correct to the best of the Grantee's and each Third-Party Employer's knowledge and belief; and (b) a report setting forth the annual salary paid to each employee, annual hours worked for each employees annual total hours worked for all employees, and annual total salaries paid to all employees. along with the average annual salary for all employees. In addition, Grantee will cooperate with the County to verify employment· numbers required to be met in this Agreement through physical inspections of the Development where these employees are located and as may otherwise be reasonably required.

County and Grantee shall reasonably cooperate with each other in order to determine to the extent to which the Job Requirement has and has not been fully met.

Calculations. In calculating the annual average salaries of the New Jobs in order to determine if the Job Requirement has been satisfied, a job with an annual salary of less than the Job Salary Amount may average with a job with an annual salary of more than the Job Salary Amount to satisfy the Job Requirement. This averaging of salaries among the New Jobs to determine whether the Job Requirement has been met shall be known as the "Average Jobs Number." The "Average Jobs Number" shall be determined by: (i) multiplying the number of jobs created at a particular salary by the salary for such jobs; (ii) adding all of the factors obtained from the multiplication of salary multiplied by number of jobs at such salary; and (iii) dividing said amount by the Job Salary Amount as of that date. For example, if on the first Job Certification Date, Grantee reports that it has created 100 jobs with a salary of $70,000 (100 x $70,000 = $7,000,000) and 20 jobs with a salary of $30,000 (20 x $30,000 = $600,000) and the Job Salary Amount as of that date is $70,000.00, then the Average Jobs Number for the Job Requirement is 108 [($7,000,000.00 + $600,000.00 = $7,600,000.00)/$70,000.00 = 108]. In this example, the Job Requirement has not been satisfied because the Average Jobs Number for the Job Requirement for the above Job Salary Amount is 12 less than the New Job requirement of 120 and therefore there is a "Job Shortage Number" (as such term is defined below). The Average Jobs Number shall always be rounded down to the nearest whole number. If the Grantee fails to meet the Job Requirement on any Job Certification Date or on any Anniversary Date, then a deduction to the grant payable will be made by the County as provided in Section 5 below. "Job Shortage Number" means, for the Job Certification Date and each Anniversary Date thereafter, (i) the required New Jobs for the Hiring Condition minus (ii) the Average Jobs Number.

The Grantee agrees to comply with Section 2-1701 of the Code of Miami-Dade County, Florida ("County Code"), known as the Community Workforce Program, with a goal of having a minimum of 10% of the persons performing the construction trades and labor work for the Development be residents of Designated Target Areas (as such term is defined in Section 2-1701 of the County Code) and will aspire to have no less than seventy percent (70%) of the New Jobs created offered first to residents of Miami-Dade County as set forth in the hiring plan prepared by the Grantee and attached as Exhibit B to this Agreement.

<u>Section 3.</u> **<u>Conditions Precedent</u>**. The County shall have no obligation to fund the Grant pursuant to Section 5, and this Agreement shall be terminated and the parties shall no longer have any obligation to each other pursuant to this Agreement if any one or more of the following conditions are not met:

(a) Construction of the Development, including the GOB Project, is completed by August 2022; pursuant to the Construction Schedule or any other date approved by the County Mayor after written request from the Grantee;

(b) On or before the date that is two (2) years from the date of the Certificate of Occupancy ("CO") for the Development, including the GOB Project, the County is in receipt of written evidence from the Grantee and acceptable to the County Mayor that all of the Certified Jobs have been created and maintained for three hundred and sixty-five (365) consecutive days after CO ("Job Certification Date");

(c) The County is in receipt of written evidence from the Grantee as required by Section 2 and acceptable to the County Mayor that all of the New Jobs at the Job Salary Amount associated with that phase have been created and maintained for three hundred and sixty-five (365) consecutive days after the achievement of the Hiring Condition (the "Job Certification Date");

If any one or more of (a)-(c) above are not met, the County shall send written notice to the Grantee of the termination of this Agreement within fifteen (15) days following the of such notice unless the default is remedied within such 15-day period. Failure by the County to send notice timely shall not affect the termination of this Agreement which shall be effective thirty (30) days following the date on which any one of the conditions in (a)-(e) above are not met.

<u>Section 4.</u> **Development.** The Grantee shall construct a new state-of-the-art 261,181 square feet facility for the maintenance repair and overhaul of Bombardier Business Aircraft. Facility will encompass new parking lot and new offices.

The GOB Project will consist of public parking, water lines and storm drains as contained on the Premises within certain sublease agreement "Apron" by and between AA Acquisitions LLC as Landlord and Learjet Inc as Tenant ("Eligible Capital Costs"). Grantee expressly represents and agrees that the GOB Project serves a public purpose, is public infrastructure as required by the ballot question and Appendix A and that the Grant will be used to fund capital costs as required by the Constitution and the Laws of the State of Florida ("State").

The budget for the Development, which includes the projected GOB Project costs and funding sources, is attached as Exhibit D.

<u>Section 5.</u> **Payment of Grant.** The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section 5. The County shall reimburse the Grantee for Eligible Capital Costs incurred in connection with the GOB Project solely from legally available GOB bond and/or note proceeds. Eligible Capital Costs shall not include any costs incurred by the Grantee prior to February 2, 2017. The County shall not reimburse the Grantee for any Soft Costs that exceed seventeen percent (17%) of the Grant in accordance with the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules") whereby those projects that comply with the Sustainable Building Ordinance (Ordinance No. 07-65, as may be amended) shall be eligible for reimbursement for Soft Costs in an increased amount from 17% to 20%. Soft Costs are defined in the Administrative Rules. The County assumes no obligation to provide financial support of any type to the Grantee for the GOB Project in excess of the Grant amount. Cost overruns are the responsibility of the Grantee.

The County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement, the conditions precedent set forth in Section 3 herein have been met, including that the New Jobs at the Job Salary Amount required by the Hiring Condition have been created and maintained for 365 and the Security (as such term is defined in Section 6 below) is delivered to the County. The County's reimbursement obligation is subject to and contingent upon the availability of funding solely from BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation required by this Agreement and the Administrative Rules to the Department of RER for reimbursement of all Eligible Capital Costs. Provided this Agreement has not been terminated pursuant to Section 3 or Section 16 of this Agreement and all the conditions set forth in this Section 5 are met by the Grantee, the Grant shall be remitted by the County to the Grantee in five (5) consecutive, equal payments on a date that is no earlier than the Job Certification Date and on each subsequent four (4) Anniversary Dates. On the Job Certification Date, the Grantee shall certify that the New Jobs are in place and have been in place for three hundred and sixty-five (365) consecutive days as a condition to the County funding the Grant. On each subsequent Anniversary Date for four (4) additional years, the Grantee shall certify to the County the number of New Jobs that are in place. To the extent that in any year, Grantee fails to meet its employment requirements, including that the Average Jobs Number are less than those required by the Job Requirement on any Job Certification Date or Anniversary Date and/or that the required New Jobs are not maintained for the entire year, then a deduction will be made at the time of each annual payment in an amount commensurate with the Job Shortage Number and total amount of grant funds available to be paid in the applicable year.

An administrative fee no more than one percent (1%) of the awarded Grant shall be deducted as defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules").

<u>Section 6.</u> RESERVED

<u>Section 7.</u> Reports. The Grantee shall also submit a written report to the County Mayor on or prior to September 30th of each year subsequent to the Effective Date and on each September 30th thereafter through the termination date of this Agreement, demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, is in compliance with this Agreement and is in compliance with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and/or accounting for the expenditure of the Grant funds be prepared by an independent certified public accountant selected by, and at the expense of, the Grantee.

If the Grantee fails to submit the required reports to the County on the dates as required above, the County Mayor may terminate this Agreement in accordance with Section 16. The County Mayor shall approve or reject all reports received from the Grantee within forty-five (45) days of receipt. Grantee shall have thirty (30) days to re-submit any reports that are rejected by the County Mayor.

<u>Section 8</u>. Program Monitoring; and Evaluation. The County Mayor may monitor and conduct an evaluation of the Grantee's operations related to the GOB Project and the Development, which may include visits by County representatives to: observe the GOB Project or Grantee's operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of the GOB Project. Upon request, the Grantee shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and GOB Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules the County Mayor shall provide to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, written notice of the County Mayor's concerns. If Grantee refuses or is unable to address the noncompliance within thirty (30) days of receipt of such written notice from the County Mayor, the County Mayor, at his or her discretion, may take other actions which may include reduction or rescission of the Grant award, or withholding the Grant until such time as the Grantee can demonstrate that the noncompliance has been corrected. If the Grantee refuses or is unable to address the noncompliance, the County Mayor shall seek reimbursement of the Grant funds from the Grantee. The County Mayor may also institute a moratorium on applications from the Grantee for other County grant programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

Section 9. **Accounting; Access to Records; and Audits.** The Grantee shall maintain accurate and complete books and records for all receipts and expenditures of the Grant proceeds in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by the Grantee for at least three (3) years after the later of: the payment of the Grant by the County to the Grantee; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant, the Grantee and/or GOB Project or activities related to the Grant.

The County Mayor may examine all of the books, records and documents pertaining to the Grant at the Grantee's offices or other Grantee approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, related to the Grant and the GOB Project.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from OIG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 10. **Publicity; Advertisements; and Naming Rights.** It is understood and agreed that the GOB Project which is part of the overall Development is funded by the County through the Grant paid to the Grantee. Further, by acceptance of the Grant funds, the Grantee agrees that GOB Project shall recognize and adequately reference the County as a funding source by including the following credit line in all promotional marketing materials related to the GOB Project including, but not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, stationery, web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS GOB PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated above. The Grantee shall submit samples of mock-up of such publicity or materials to the County for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the GOB Project(s) funded by the Agreement, are informed that the County is its funding source for the GOB Project.

In the event that any naming rights or advertisement space is offered on the GOB Project, the County's name, logo, and slogan shall appear on the GOB Project not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board.

Section 11. **Representations and Covenants of the Grantee.** The Grantee, by acceptance and execution of this Agreement, represents and covenants that:

(a) The Grantee is a for-profit corporation in good standing under the laws of the State.

(b) This Agreement has been duly authorized by the governing body of the Grantee, and it has granted its Vice President or designee, the required power and authority to execute and deliver this Agreement.

(c) The Grantee covenants that the Development and the GOB Project will result in New Jobs and businesses as set forth in Exhibit A and that the GOB Project, serves a public purpose.

(d) The Grantee owns or has legal control over the land on which the GOB Project will be built or ownership is vested in Miami-Dade County.

(e) The Grantee covenants to (i) maintain the GOB Project or cause it to be maintained for a minimum of twenty-five (25) years from the date the GOB Project receives a CO, (ii) keep the GOB Project open safely and properly maintained for all Miami-Dade County residents; and (iii) allow all Miami-Dade County residents equal access and use of the GOB Project at no less favorable terms than those extended to all other County residents and tenants and business patrons of the overall Development. This provision shall survive the expiration of this Agreement.

(f) The Grantee agrees to accept and comply with the Administrative Rules with respect to the Grant and the GOB Project. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules with respect to the Grant and the GOB Project to the County Mayor or County Mayor's designee.

(g) The Grantee agrees to certify to the County the date on which construction is commenced and the date on which the Development receives a CO . Such certification shall be provided to the County no later than thirty (30) days from the construction commencement date and the date of the CO, respectively.

(h) Grantee agrees to the application of Section 2-11.16 of the County code, and to pay wages and rates in accordance with the requirements thereof, with respect to the GOB Project.

(i) The Grantee agrees that it is solely responsible for any cost overruns on the Development, including the GOB Project and that the County is not responsible for the funding of the Development, including the GOB Project, other than from the Grant pursuant to Section 5 of this Agreement.

Section 12. **Representation of the County.** The County, by acceptance and execution of this Agreement, represents and covenants that:

(a) The County is a political subdivision of the State duly created and validly existing under the Constitution and the laws of the State.

(b) The County has full legal right, power and authority to enter into and deliver this Agreement.

(c) The Agreement has been duly approved by the Board, as the governing body of the County, and it has granted the County Mayor or the County Mayor's designee, the requisite power and authority to execute and deliver this Agreement.

(d) The GOB Project and the creation of New Jobs upon the completion of the Development serve a public purpose and are in the best interest of the citizens of the County.

Section 13. **Relationship of the Parties; Liability; and Indemnification.** It is expressly understood and intended that the Grantee, as the recipient of the Grant funds, is not an agent, joint venturer, collaborator or partner of the County, the Board, the County Mayor and RER administering the Grant. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Development, including the GOB Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Development, including the GOB Project. The Grantee may subcontract as necessary to complete the Development, including entering into subcontracts with vendors for services and commodities, provided that the Grantee include in its agreements with each subcontractor that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from, the construction and operation of the Development, including the GOB Project, and the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee shall pay all claims and losses in connection with each 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 attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee 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 in this Section and this Agreement.

Section 14. **Assignment.** The Grantee is not permitted to assign this Agreement in full or in part. Any purported assignment will render this Agreement null and void and result in the immediate rescission of the full amount of the Grant and its reimbursement by the Grantee of its full value to the County.

Section 15. **Compliance with Laws.** With regard to the GOB Project, it shall be a contractual obligation of the Grantee under this Agreement and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the GOB Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of The Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that the contractor shall comply with all requirements of Section 2-1076 as provided in this Section 15, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access to such records as provided in this Agreement.

<u>Section 16</u>. **Default and Opportunity to Cure; Remedies; Termination; and Other Grants.**

(a) Each of the following shall constitute a default by the Grantee:

(1) Grant funds are used by the Grantee at any time for costs that are ineligible for reimbursement pursuant to this Agreement, Appendix A and the laws of the State;

(2) The Grantee fails to maintain the Job Requirement during and by any of the first four (4) Anniversary Dates following the Job Certification Date, as applicable and as required by this Agreement such that more than ten percent (10%) of the required New Jobs averaging the Job Salary Amount are no longer filled by any such Anniversary Date.

(3) The Grantee breaches any of the other covenants or provisions in this Agreement other than as referred to in Section 16(a)(1) and the Grantee fails to cure its default within forty-five (45) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the Grantee immediately commences and continues to diligently seek a cure.

(b) County Default. The County shall be in default if it breaches any of the covenants or provisions in this Agreement and the County fails to cure its default within forty-five (45) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the County immediately commences and continues to diligently seek a cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 16(a)(1), in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all Grant funds provided by the County pursuant to this Agreement for all expenses deemed ineligible for reimbursement by the County. Payment by the Grantee shall be by certified check made payable to the Miami-Dade County Board of County Commissioners or drawn from the Security.
.

(2) Upon the occurrence of a default as provided in Section 16(a)(2), in addition to all of the other remedies conferred by this Agreement, the County may draw a percentage of the Security equal to the percentage of the number of New Jobs that are not filled[1] on such Anniversary Date.

(3) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(4) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(5) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(6) The parties are not precluded from seeking any other remedies not enumerated in this Section 16(c) that may be available under the law.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 16(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

(e) Other Grants. In the event the Grantee is required to repay the Grant to the County pursuant to Section 16(c)(1), the Grantee is not eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee repays the Grant to the County.

<u>Section 17</u>. **Waiver.** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

<u>Section 18</u>. **Written Notices.** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128
Mayor@miamidade.gov

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

With a copy to:
The County Attorney,
111 NW 1 Street, Suite 2800
Miami, Florida 33128
Atty@miamidade.gov

Grantee:
Zeshan Malik, Sr Dir Corporate Strategy, M&A and Global Expansion
Learjet Inc.
7336 Aviation Place
Dallas, TX 75235
Zeshan.Malik@aero.bombardier.com

With a copy to:
Learjet Legal
One Learjet Way MS1
Wichita, KS 67209

<u>Section 19</u>. **Captions.** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

<u>Section 20</u>. **Contract Represents Total Agreement.** This Agreement, and its attachments, incorporate and include 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 in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Notwithstanding and prevailing over anything in this Agreement to the contrary and any approvals, consents or extensions granted by the County Mayor under this Agreement shall not act in any way to amend or modify, or be deemed to be consents or extensions granted by the County Mayor pursuant to, the separate lease agreement between the County and Grantee related to the Development.

Section 21. **Litigation Costs; Laws; and Venue.** In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 22. **Invalidity of Provisions; and Severability.** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. **Insurance.** The Grantee must maintain and shall furnish upon request to the County Mayor, certificates of insurance indicating that insurance has been obtained which meets the requirements as determined by the County's Risk Management.

The Grantee shall furnish to the Department of Regulatory and Economic Resources, Planning Research and Economic Analysis 111 N.W. 1st Street – Suite 1220 Miami, Florida 33128-1900, Certificate(s) of Insurance which indicate that insurance coverage for the GOB Project, other than work which has been completed, has been obtained which meets the requirements as outlined below:

(a) Worker's Compensation Insurance for all employees of the Grantee and the Contractor as required by Florida Statute 440.

(b) Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

(d) Professional Liability Insurance (if applicable) in the name of the licensed design professional employed by the contractor in an amount of not less than $1,000,000.00.

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 members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligation under this section or under any other section of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

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

By:_______________________________________

Name:_____________________________________

Title:______________________________________

Date signed: ______________________________

ATTEST:

JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER

By: ____________________________________
Deputy Clerk

____
Name:

____
Date:

Approved by County Attorney as
to form and legal sufficiency.

____

By:____________________________

GRANTEE: Learjet Inc.

By: ____________________
Name: Aaron Disney
Title: Learjet Inc. Director

By: Cristin Maughan
Cristin Maughan
Learjet Inc. Director

Signed in the presence of:

Witness: Amanda Disney
Print Name: Amanda Disney

Witness: ____________________
Print Name: Damon Maughan

STATE OF Kansas
COUNTY OF Sedgwick

I HEREBY CERTIFY, that on this 6th day March of, 2024, before me, Aaron Disney an officer duly authorized to administer oaths and take acknowledgments, appeared [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: Known to me, to be the Director of Learjet Inc, an existing Corporation under the laws of the State of Kansas, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.
WITNESS my hand and official Seal at Learjet, in the County and State aforesaid, on this, the 6th day of March, 2024

DIANA Smith
Notary Public

Diana Smith
Print Name

NOTARY SEAL / STAMP

Notary Public, State of Kansas

My Commission expires: 01/27/2028

DIANA SMITH
Notary Public, State of Kansas
My Appointment Expires
01/27/2028

ECONOMIC IMPACTS OF BOMBARDIER OPA LOCKA SERVICE CENTER EXPANSION

Source: Smith Aerial Photos.

November 2022

Applied Economics
11209 N. Tatum Blvd, Suite 225
Phoenix AZ 85028

INTRODUCTION

Applied Economics was contracted by Bombardier to provide an economic impact analysis of the relocation and expansion of their aircraft service center in Miami. The purpose of this report is to demonstrate the estimated economic impacts that this new state-of-the-art facility could have on Miami-Dade County. This analysis includes the economic impacts of the new jobs created by the expansion, as well as the impacts of construction associated with the new facility at Opa Locka Executive Airport. The economic impacts are expressed in terms of the number of jobs, associated labor income, and output. The data used in this analysis was provided by Bombardier and is consistent with the requirements of the development agreement with the county (Figure 1).

In August 2022, Bombardier opened a new 260,000 square foot service center at Opa Locka Executive Airport. This new facility is almost two times larger than Bombardier's previous facility in Fort Lauderdale, and will significantly expand their capacity to serve customers in the United States and Latin America. The new service center is equipped to provide scheduled and unscheduled heavy maintenance, modifications, ground support services, paint refurbishment and avionics installations for Bombardier's business fleet of jets. This new facility will result in the creation of 120 new full-time jobs within the next three years at an average wage of at least $70,000. The company will also transfer existing jobs from its facility in Fort Lauderdale to the new facility in Opa Locka, however this analysis is limited to the impacts of new jobs.

FIGURE 1
PROJECT PRO-FORMA

			Capital Investment	
	New Jobs	Average Wage	Construction	Equipment/ Other
Opa Locka Service Center	120	$70,000	$99,000,000	$15,000,000

The information and observations contained in this report are based on our present knowledge of the components of development, and of the current physical, socioeconomic conditions of the affected areas. Estimates made in this analysis are based on hypothetical assumptions and the current economic structure of the county. However, even if the assumptions outlined in this report were to occur, there will usually be differences between the estimates and the actual results because events and circumstances frequently do not occur as expected. This analysis is based on the best available information and is intended to aid Bombardier in quantifying the impacts of its service center expansion in Opa Locka on the local economy. In no way will Applied Economics be held responsible, have any liability or be subject to damages as a result of this analysis. This report may be used only for the purposes that it was intended.

SUMMARY OF FINDINGS

The operations of the new Bombardier aircraft service center at Opa Locka Executive Airport, and the new jobs that will be associated with that facility, will create positive economic impacts for the region. Economic impacts measure the effects of new economic stimuli, or expenditures, in the local economy. These impacts include direct, indirect and induced jobs, labor income, and output that could be generated by the aircraft service center. Indirect and induced impacts are the result of the multiplier effect, as described later in this report, and capture supported supplier and consumer businesses and their employees in Miami-Dade County that could benefit from this expansion.[1]

Economic Impacts

- **Operations Impacts**. The 120 new jobs associated with the service center in Opa Locka will create on-going annual economic impacts. In addition to the jobs and payroll at the facility, the service center operations could support an estimated 155 jobs and $8 million in labor income at other local businesses in the county. This could result in a total annual economic impact of $44 million in Miami-Dade County.

- **Construction Impacts**. The cost of construction for the new 300,000 square foot service center is estimated at $99 million. The total economic impact on Miami-Dade County of $99 million in local construction and equipment installation over a 2 year period is estimated at $172 million. This construction and installation activity supported an estimated 750 direct jobs and 420 indirect and induced jobs, along with $77 million in labor income during the construction period.

Bombardier is an important contributor to the region's economy, servicing customers from outside the area and thereby growing the local economy. The 120 new high-paying jobs associated with Bombardier's expansion create increased demand for local suppliers, and also support additional consumer spending. Additionally, supporting service center operations in the aviation and aerospace industry is critical to maintaining Florida's role as the air traffic hub of the Americas, and as a major hub for aircraft maintenance, repair and overhaul.

[1] Economic multipliers capture the interactions between industries, government and households within the local economy based on a national transactions matrix that is adjusted for the local industry structure. Multipliers vary across different sectors of the economy based on the mix of labor and other inputs and the propensity of each sector to buy goods and services from within the region.

ECONOMIC IMPACTS

The quantifiable economic impacts resulting from a new 300,000 square foot aircraft service center in Miami-Dade County include both the on-going operations impacts associated with new jobs and payroll, as well as one-time construction impacts associated with the new facility. These impacts include direct, indirect and induced jobs, labor income and output that could be generated by the project. Indirect impacts are the result of the multiplier effect and capture supported supplier businesses and employees in the county that could benefit from this new facility. Induced impacts are also included in the multiplier effect and reflect the increase in local consumer spending by both direct and indirect workers.

Economic Impacts of Operations

On an on-going basis, the new jobs at the Bombardier Opa Locka Service Center could create an annual economic impact of $44 million on the county's economy. This is in addition to the impacts created by the existing employees that would be transferred to the new facility. If these new jobs are maintained over a period of five years, the economic impact related to the expansion could total $218 million. The expansion of the new facility could directly and indirectly support an estimated 275 jobs and $16 million in annual labor income in Miami-Dade County. This includes the impacts of the expanded operations at Bombardier, as well as the impacts of increased local supplier purchases and employee spending at other local businesses.

Economic impact analysis is a means for identifying the nature of changes in jobs, labor income and business activity that can occur in a given area as a result of increased demand. In this case, that increased demand is created by the expansion of the Bombardier service center. Economic impacts detailed in this report include direct, indirect and induced jobs, labor income and output in the county. The multipliers translate an increase in output (loosely defined as gross sales, less the cost of non-local inputs) into a corresponding increase in jobs and labor income. In essence, the multiplier effect represents the recycling of local spending. This recycling process creates new business opportunities.

The impacts presented here are categorized in terms of direct impacts, indirect impacts (supplier purchases) and induced impacts (employee spending).

Direct Impacts

Direct impacts include the 120 new jobs that will be created at the Opa Locka Service Center by Q4 2025, and the $8.4 million in increased payroll (based on an average wage of $70,000). Applying economic multipliers specific to aircraft maintenance in Miami-Dade County, it is estimated that these 120 workers could support a $21 million increase in annual economic output (Figure 2).

Local Vendor Spending

There would also be indirect impacts associated with the increase in local vendor spending related to the expanded aircraft maintenance, repair and overhaul facility. Indirect impacts are estimated using economic multipliers, and are estimated at $14 million per year, supporting 100 jobs and $5 million in labor income. As purchases are made from local vendors, they, in turn, make additional purchases that support jobs and payroll in Miami-Dade County at other local businesses.

Employee Spending

The new workers at the aircraft service center, and workers at supported local vendor businesses could generate an increase in local consumer spending that could support jobs and labor income at retail and service establishments in Miami-Dade County. Employee spending could result in an estimated induced impact of $9 million per year in the county, supporting 55 jobs and $3 million in annual labor income. These induced impacts are estimated using economic multipliers.

FIGURE 2
ANNUAL IMPACTS OF NEW JOB CREATION

	Output	Jobs	Labor Income
Direct Impact	$21,200,000	120	$8,400,000
Indirect Impact	$13,700,000	100	$4,900,000
Induced Impact	$8,700,000	55	$2,700,000
Total Annual Impact	**$43,600,000**	**275**	**$16,000,000**
Five-Year Total Impact	**$218,000,000**	**275**	**$80,000,000**

The multipliers used in this analysis are from IMPLAN, a national vendor of economic impact software, and are specific to the economy of Miami-Dade County. Industry-specific multipliers were used for construction, and for aircraft maintenance. The multipliers are created using an input-output model from IMPLAN that mathematically analyzes transactions between industries, households and government. For example, the output multiplier for aircraft maintenance in Miami-Dade County is 2.06. This means that for every $1 million of direct output, or value of services provided by the Bombardier Service Center, an additional $1.06 million in economic activity could be generated in the county's economy, along with 13 local jobs and an estimated $750,000 in payroll or labor income.

Economic Impact to Other Industries

The expansion of the Bombardier Opa Locka Service Center not only supports jobs and increased sales at the service center, but also supports jobs at other local industries. Figure 3 shows the top industries in the local economy that benefit from this expansion, and the corresponding increase in output in those industries. The impacts include a mix of local vendors and industries that are impacted by increased employee spending. Note that these estimates are based on results from the IMPLAN model, and do not reflect specific information from Bombardier on local spending. Top indirect and induced industries impacted by this project include other support industries for air transportation, real estate, trucking, management of companies, insurance, restaurants and hospitals.

FIGURE 3
OUTPUT IMPACTS TO OTHER LOCAL INDUSTRIES

Industry	Estimated Output Impact
Support activities for air transportation	$4,370,000
Other real estate	$1,220,000
Truck transportation	$620,000
Management of companies and enterprises	$620,000
Insurance carriers	$620,000
Employment services	$570,000
Restaurants	$570,000
Hospitals	$530,000
Insurance agencies, brokerages	$460,000
Other local government enterprises	$440,000
Banking and depository credit intermediation	$440,000
Securities and commodity intermediation	$400,000
Wholesale petroleum products	$340,000
Maintenance and repair construction	$320,000
Electric power transmission and distribution	$280,000
Air transportation	$280,000
Legal services	$260,000
Wired telecommunications carriers	$250,000
Services to buildings	$220,000
Investigation and security services	$220,000
Wholesale commercial equipment and supplies	$220,000
All Other Industries	$9,150,000

Economic Impacts of Construction

Over the past two years, Bombardier has invested (or facilitated the investment by others) approximately $99 million for the construction of a new facility at the Opa Locka Executive Airport. The multiplier effect of this spending resulted in an estimated total increase in economic activity of about $172 million in Miami-Dade County. The estimated 740 direct jobs and $55 million in labor income related to the construction of the facility support a significant amount of consumer spending during the construction period. In addition, construction projects support purchases from local vendors of materials and services. This construction project supported an estimated 420 indirect and induced jobs and $23 million in additional labor income during the construction period, based on the IMPLAN model results. Total jobs, labor income, and the increase in economic output from new construction expenditures are shown in Figure 4. There are additional impacts outside the county that are not captured in this analysis. Although these construction jobs are not permanent jobs, the impacts of construction activity over the past two years associated with the new facility are significant.

FIGURE 4
CONSTRUCTION IMPACTS
BOMBARDIER OPA LOCKA SERVICE CENTER
2021-2022

	Output	Jobs	Labor Income
Direct Impact	$99,000,000	740	$54,600,000
Indirect Impact	$29,500,000	145	$8,900,000
Induced Impact	$43,100,000	275	$13,600,000
Total One-Time Impact	**$171,600,000**	1,160	**$77,100,000**

CONCLUSION

The expansion of the Bombardier's Service Center at Opa Locka Executive Airport in Miami-Dade County and could generate significant local economic impacts. These include the one-time impacts over the past two years associated with the construction of the new facility, as well as the on-going annual impacts of expanded operations. These impacts go beyond the 120 new high-paying jobs at the Bombardier facility, supporting an estimated 155 additional indirect and induced jobs at a wide range of other local businesses in the county based on supply chain purchases and employee spending. This, in turn, more than doubles the total number of jobs supported by Bombardier in Miami-Dade County. These indirect and induced jobs result in increased production and a net increase in new economic activity in the region that is significantly greater than the initial increase in output at Bombardier created by the 120 new jobs.

Applied Economics Background

Applied Economics LLC is an economic consulting firm, based in Phoenix, Arizona, specializing in economic development, economic and fiscal impact assessment, socioeconomic modeling, urban planning and custom software applications. Applied Economics conducts economic and fiscal impact studies and develops models to measure the effects of a wide variety of activities. These activities include development land use and policy changes, business-driven economic impacts, incentives, and program-driven economic and fiscal impacts. The partners at Applied Economics have worked together for more than twenty-five years, and are very experienced in working with local and regional planning and development issues.

Exhibit B

Hiring Plan

To facilitate the development of a new state-of-the-art Service Center in Miami-Dade County, Learjet Inc has committed to hiring staff and engaging contractors and suppliers in two phases: construction and on-going operations. On October 31, 2022, Learjet Inc commenced operations at its recently completed Service Center at Opa-Locka Executive Airport at 15000 NW, 37th Ct. Opa Locka, Florida 33054. The facility is approximately 260,000 square feet and provides scheduled and unscheduled heavy maintenance, modifications, ground support services, and avionics installations for Bombardier Business Aircraft. As of November 2023, Learjet Inc has 222 employees at the new Opa Locka facility. Learjet Inc's new facility could attract new businesses to the Airport and surrounding area as well as cause expansion for existing businesses in Miami-Dade County.

<u>Construction Phase</u>
Learjet Inc brought together a highly experienced team to facilitate the construction of the new service center including developer, Miami-Dade based Fontainebleau Construction LLC; general contractor, Ryan Incorporated Southern; highly reputable design firm, Jacobs Engineering Group Inc; and highly experienced community outreach consultant, Miami-Dade based LSN Law. The team utilized small and minority subcontractors to create an impact in the community whenever possible.

<u>Operations Phase</u>
To facilitate business operations at the new service center in Miami Dade, Learjet Inc committed to creation of 120 permanent, full-time, new jobs with annual average salaries of over $70,000.00 per year plus benefits by 2025. As of November 2023, the facility employs 222 people.

With regards to the jobs created as of November 2023, the positions are grouped as follows:

- GM, Service Center - 1
- Back office and support staff - 2
- Quality Supervisor and Inspector - 21
- Technician - 151
- Mechanic - 8
- Line Service Attendant - 2
- Operations Management - 12
- Material Control - 5
- Customer Project Manager - 8
- Buyers / Planners - 12

All the roles include benefits such as healthcare, vision care, dental care, retirement savings contributions, paid time off and annual bonus opportunity.

Exhibit C

Project has been completed, see below the CO.

Miami-Dade County Building Department

MIAMI-DADE

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

11805 S.W. 26 ST. MIAMI, FL 33175

PERMANENT CERTIFICATE OF OCCUPANCY

FOLIO: 821200000010

BUILDING PERMIT NO: 2020055547

ADDRESS: 15000 NW 37 CT

CERT NO: 2023038406

OCCUPANCY TYPE: F/S

PROCESS NUMBER: H2023003597

OCCUPANCY PER FLOOR: 730

BLDG CODE: FBC VER: 2017

LOAD PER FLOOR: 250

MIN. CONST: 2 GROUP:

MAILING ADDRESS/CONTACT PERSON:

MIAMI-DADE COUNTY

PO BOX 526624

MIAMI, FL

331526624

LEGAL DESCRIPTION:

16-21 52 41 19.78 AC M/L

BEG SW COR SEC 16 N1320.48FT

PROPOSED USE: 1822

TAC-N-Y088A BOMBARD

CONDITIONS:

DATE OF CO ISSUANCE: 04/06/2023

THIS CERTIFICATE MUST BE POSTED ON PREMISES.

THIS CERTIFICATE OF OCCUPANCY IS VALID FOR THE CONDITIONS STATED ABOVE AND FOR AN UNLIMITED TIME, UNLESS REVOKED FOR CAUSE, PROVIDED THE OCCUPANCY COMPLIES WITH APPLICABLE CODE REQUIREMENTS OF MIAMI-DADE COUNTY, PROVIDED THERE IS NO CHANGE OF OCCUPANCY AND NO ENLARGEMENT, ALTERATION OR ADDITION IN THE BUILDING OR STRUCTURE. SUCH CHANGES REQUIRE A NEW CERTIFICATE OF OCCUPANCY. DOCUMENTATTION OF THE AS-BUILT LOWEST FLOOR ELEVATION HAS BEEN PROVIDED AND IS RETAINED IN THE RECORDS OF THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES.

FOR USE OTHER THAN SINGLE FAMILY RESIDENCE, TOWNHOUSE OR DUPLEX, THE PERMANENT CERTIFICATE OF OCCUPANCY

*** IS NOT AN AUTHORIZATION TO USE THE BUILDING. ***

PLEASE CONTACT THE ZONING SECTION TO OBTAIN A CERTIFICATE OF USE AS WELL AS THE OCCUPATIONAL LICENSE OFFICE AT 305-270-4949 FOR THEIR REQUIREMENTS.

BUILDING OFFICIAL: EDWARD A. ROJAS

Exhibit D
Project Costs

SOURCES OF FUNDS	Details	Total (in USD)
FINANCIER CONSTRUCTION LOAN / DEBT		54,687,500.00
FINANCIER EQUITY		33,534,375.00
DEVELOPMENT FEE	Paid directly by BBD	4,527,220.00
INSPECTIONS AND TESTING	Paid directly by BBD	196,105.00
ART IN PUBLIC SPACES	Paid directly by BBD	645,829.00
ARCHITECT & ENG. FEES	Paid directly by BBD	1,363,902.00
IMPACT FEES	Paid directly by BBD	1,711,460
PEER REVIEW	Paid directly by BBD	65,000
BUILDING APRON COSTS	BBD - escrowed at closing	6,834,233.00
MISC. CONSULTANTS	BBD - escrowed at closing	225,000.00
CLOSING COSTS	BBD - escrowed at closing	1,935,365.00
CAPITALIZED INTEREST CONTRIBUTION	BBD - escrowed at closing	2,560,850.00
TOTAL SOURCES OF FUNDS		**108,286,839.00**

USES OF FUNDS	Building (in USD)	Apron (in USD)	Total (in USD)
HARD COSTS	78,235,442.00	6,834,234.00	85,069,676.00
SOFT COSTS			9,506,858.00
CLOSING COSTS			1,935,365.00
CAPITALIZED INTEREST			11,053,065.00
REFINANCING COSTS			721,875.00
TOTAL USES OF FUNDS			**108,286,839.00**

Details of costs

HARD COSTS	BUILDING (IN USD)	APRON (IN USD)	TOTAL (IN USD)
GENERAL CONDITIONS	8,536,783.00		8,536,783.00
SITEWORK	9,168,080.00	6,260,482.00	15,428,562.00
CONCRETE	6,756,727.00		6,756,727.00
MASONRY	419,844.00		419,844.00
METALS	1,748,058.00		1,748,058.00
WOOD & PLASTICS	442,529.00		442,529.00
THERMAL & MOISTURE PROTECTION	884,336.00		884,336.00
DOORS, WINDOWS AND GLASS GLAZING	2,889,158.00		2,889,158.00
FINISHES	7,017,735.00		7,017,735.00
SPECIALTIES	308,625.00		308,625.00
EQUIPMENT	662,272.00		662,272.00
FURNISHINGS	10,000.00		10,000.00
SPECIAL CONSTRUCTION	11,920,361.00		11,920,361.00
CONVEYING SYSTEMS	402,601.00		402,601.00
MECHANICAL	2,154,505.00		2,154,505.00
PLUMBING	2,866,610.00		2,866,610.00
FIRE PROTECTION	7,142,059.00		7,142,059.00
ELECTRICAL	6,985,868.00		6,985,868.00
AUDIO / CABLE / TELEPHONE / DATA	920,957.00		920,957.00
GL INSURANCE	961,701.00	42,911.00	1,004,612.00
CM BOND AND FEE	3,899,520.00	342,910.00	4,242,430.00
CONSTRUCTION CONTINGENCY	2,137,113.00	187,931.00	2,325,044.00
TOTAL HARD COSTS	**78,235,442.00**	**6,834,234.00**	**85,069,676.00**

SOFT COSTS	TOTAL (IN USD)
DEVELOPERS FEE	4,527,220.00
INSPECTIONS AND TESTING	196,105.00
ARCHITECT & ENG. FEES	1,363,902.00
MISC. CONSULTANTS	225,000.00
IMPACT FEES	1,711,460.00
ART IN PUBLIC SPACES	645,829.00
PEER REVIEW	65,000.00
BUILDERS RISK INSURANCE	772,342.00
TOTAL SOFT COSTS	**9,506,858.00**

ACTUAL COSTS FOR GOB REIMBURSEMENT (APRON ONLY)	TOTAL (IN USD)
APRON PORTION OF FIRE PROTECTION LOOP	**$295,000**
LANDSIDE PARKING/MISC. ASPHALT	**$598,000**
AIRCRAFT APRON ASPHALT	**$3.7 M**
APRON DRAINAGE	**$1.6 M**
TOTAL EXPENDITURE (GOB)	**$6.19 M**

EXHIBIT E

[To Be Placed On Company Letterhead]

Job Certificate

Company Name: ____

Mailing Address: ____

____

Primary Contact Name: ____

Primary Contact Title: ____

Phone: ______________________________ Email: ____________________

Date Job Maintenance Period Began: ______________________________

Date Job Maintenance Period Ends: ______________________________

Reporting Period of this Certificate: ______________________________

This Certificate must be completed to document both the number of New Jobs located at the Development, included but not limited to the GOB Project, during the Reporting Period as required in the Building Better Communities Miami-Dade County Grant Agreement (the "Grant Agreement"). This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth Section 9 of the Grant Agreement.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer or, in the case of an LLC, a manager or managing member.)

Signature: ____

Print Name: ____

Title: ____

Exhibit "E-1"
to Job Certificate

<u>Direct Jobs</u>

The Grant Agreement contains a requirement that ______New Jobs must be maintained during this Reporting Period. The Reporting Period will be satisfied once at least __________ hours (the "Hours Target") are worked during this Reporting Period.

Total hours worked during this Reporting Period	____________________________________
Total hours worked during this Reporting Period	____________________________________
Average hourly wages paid without qualifying health benefits	$_________________
Average hourly wages paid with qualifying health benefits	$_________________