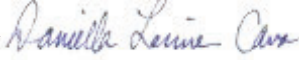


Date: December 2, 2025

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

From: Daniella Levine Cava 
Mayor

Agenda Item No. 8(P)(5)

Resolution No. R-1165-25

Subject: Recommendation to Award a Non-exclusive Management Agreement for Operation of
Public Parking Facilities at Miami International Airport

Summary

This item is for the award of a non-exclusive agreement for the management and operations of public parking facilities at Miami International Airport (MIA) for Miami-Dade Aviation Department (MDAD). Approval of this contract allows for a management firm to oversee daily operations of the public parking facilities, administer financial operations including collection of parking fees, payment processing, revenue reconciliation, reporting, and remittance of payments to MDAD, provide adequate staffing to perform the required services, and maintain the public parking facilities. The management firm will oversee MIA parking operations that generates approximately \$66,000,000 annually in gross revenues. This contract is critical for the efficient management and operation of MIA's public parking facilities.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003874, Management and Operation of Public Parking Facilities at Miami International Airport*, to Airport Parking Associates in a total amount estimated to be \$5,330,704 for a five-year term with one, five-year option to renew for MDAD. This contract will replace *RFP-00808* approved by the Board via Resolution No. R-854-20.

Background

A Request for Proposals was issued under full and open competition on March 11, 2025. On the closing date of May 30, 2025, the County received four proposals, including three from local firms. Upon reviewing the proposals received, staff identified potential responsiveness issues and requested a legal opinion to ascertain whether they were responsive. On June 12, 2025, the County Attorney's Office (CAO) notified the County that two proposals were non-responsive as they both failed to submit pricing. Four evaluation meetings were held between June 18, 2025 and August 6, 2025, including oral presentations. Negotiations commenced and concluded in September 2025, resulting in cost avoidance of \$20,000 annually to the proposed management fee. A copy of the Coordinator's Report is attached.

MIA has two main parking garages that are publicly accessible for parking, commonly known as Dolphin and Flamingo garages. Additional parking is available in the Park 1 garage, Economy Park & Ride Lot, and a designated Taxi Lot. An additional parking garage, Park 6, is under construction and is tentatively scheduled to open in December 2025. The management firm will oversee all parking activities for the facilities and operates 24 hours per day, seven days per week, 365 days per year, as well as administer financial operations including collection of parking fees, payment processing, revenue reconciliation, reporting, and remittance of payments to MDAD, while maintaining proper accounting controls. Other services will include providing sufficient staffing for all shifts to perform the required services, operation of online bookings, , customer services including responding to customer inquiries, cancellations, and refunds.

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 fiscal impact consists of a management fee, reimbursable operating expenses, and revenue for a five-year cumulative amount of approximately \$395,400,000.

- The management fee for the initial five-year term is estimated to be \$2,468,748. Should the County choose to exercise, at its sole discretion, the one, five-year option to renew, the estimated cumulative amount of the management fee will be \$5,330,704, including Consumer Price Index price increases contemplated by the agreement's terms and conditions.
- The proposed Fiscal Year 2025-26 annual expenses from the recommended firm's proposal are \$12,122,802 (including payroll expenses of \$5,249,142). These expenses are reimbursed by MDAD.
- The projected gross revenue amount for the five-year term is over \$332,000,000 and is based on gross revenues from 2024, which were \$66,456,536.

The management fee and proposed annual expenses represent approximately 19% of the projected gross revenue.

The current contract management fee is \$403,826 for a 63-month term and expires on January 31, 2026. The annualized allocation under the proposed contract is higher than the current contract. Since the current contract's establishment in 2020, the labor market conditions have resulted in the CPI increasing by 31 percent. This replacement contract also includes management of the upcoming Park 6 parking garage which adds 2,240 parking spaces and seven additional floors of oversight.

Airport Parking Associates will submit for MDAD's approval an annual operating budget for each fiscal year. The recommended budget will then be incorporated into MDAD's overall budget which is approved by the Board. The annual operating budget contains all approved direct costs of operation such as material costs, payroll and related expenses, variable and fixed expenses, utilities, bonds and insurance, external audits, capital operating equipment, and maintenance.

Department	Allocation*	Funding Source	Budgeted	Contract Manager
MDAD	\$5,330,704	Proprietary Funds	FY 2025-26 Adopted Budget, Volume 3, Page 199, Contractual Services	Sylvia Novela
Total	\$5,330,704			

*The Management Fee was included in the RFP and evaluated by the Selection Committee. The operating expenses will be included in MDAD's annual operating budget.

Track Record/Monitor

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

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Airport Parking Associates (joint venture partnership comprised of majority partner SP Plus LLC, a Metropolis Company (SP+) and Excel Strategies Inc.)	340 NE 94 Street Miami Shores, FL	SP Plus Miami International Airport Flamingo Garage Parking Office - Ground Level 2100 NW 42nd Avenue Miami, FL	752	G. Marc Baumann
			3.41%	

*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
ABM Aviation, Inc.	No	Evaluation Scores/Ranking
All Professional Cleaning, LLC	Yes	Deemed non-responsive by the CAO
LAZ Florida Parking, LLC	Yes	(opinion attached)

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.

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, holding an industry day meeting with the vendor community, and meetings 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 applies.

Attachment



Jimmy Morales
Chief Operating Officer

Memorandum



Date: August 8, 2025

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

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

Subject: Report of Competitive Selection Committee for Request for Proposals (RFP) No. EVN0003874 Management and Operations of Public Parking Facilities at Miami International Airport

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on March 11, 2025, on behalf of Miami-Dade Aviation Department (MDAD), to obtain proposals from qualified firms to provide management and operations of public parking facilities at Miami International Airport (MIA). The County anticipates awarding a contract for an initial term of five years with one, five-year option to renew, at the County's sole discretion.

On May 30, 2025, four proposals were received in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of the two responsive proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

June 18 and June 23, 2025 (Kick-off Meetings)

July 24, 2025 (Evaluation and Scoring)

August 6, 2025 (Oral Presentations, Scoring and Recommendation)

Verification of compliance with contract measures:

A Small Business Enterprise selection factor was assigned to this solicitation. The following Joint Venture proposer, Airport Parking Associates, with 49% SBE ownership qualifies for 5% selection factor.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements.

Four proposals were forwarded to the County Attorney's Office (CAO) for review. The CAO deemed the proposals from All Professional Cleaning, LLC and LAZ Florida Parking, LLC non-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 May 30, 2025.

A response was received from OIG on June 3, 2025, and COE on June 5, 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. OCA submitted the results of the background checks to the COE for further review of findings. A response was received from the COE 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

Proposer	Technical Score (max.4000)	Selection Factor Score (max.200)	Price Score (max.1000)	Total Combined Score (max.5200)	Price/Cost Submitted Year 1 Management Fee
1. Airport Parking Associates	3810	190.5	875	4875.5	\$485,000.00
2. ABM Aviation, Inc.	3825	0	745	4570	\$689,508.68

The Committee decided to hold oral presentations.

The final scores are as follows:

Post-Oral Presentations

Proposer	Technical Score (max.4000)	Selection Factor Score (max. 200)	Price Score (max.1000)	Total Combined Score (max.5200)	Price/Cost Submitted Year 1 Management Fee
1. Airport Parking Associates	3850	192.5	925	4967.5	\$485,000.00
2. ABM Aviation, Inc.	3760	0	815	4575	\$689,508.68

Upon review of the initial scores (pre-oral presentations), there were two variances by one Committee member identified for the price criteria of both proposers which exceeded 33% of the average score by all Committee members. After discussion of the variances among Committee members, all variances remained. The Committee member with variances stated that their scores were based on their independent evaluations and the discussions held. The ranking would not have been affected if the variances were dropped.

Upon review of scores (post-oral presentations), there were no variances identified that exceeded 33% of the average score by all Committee members by criteria.

Local Preference:

Local Preference was considered but did not affect the outcome as the highest ranked firm was 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; initial scoring within 30 calendar days of Selection Committee Coordinator's completion of required reviews; and final scoring at any additional meetings required within 15 calendar days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee's Name	Employee's Department
Jeffrey Plant	MDAD
Janice Smith	MDAD
Nikki Padilla	Seaport
Yoel Del Rosario	Internal Services Department
Alessandra Williams	Parks, Recreation and Open Spaces

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:

Task	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	5/30/25	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	6/5/25	10	6
SPD sent list of proposers/subcontractors to Committee/Review Team members for Neutrality Affidavit/Resume	6/9/25	10	10
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Committee members returned completed Neutrality Affidavit/Resume to SPD within three business days of request	6/12/25	3*	3*
SPD sent received Neutrality Affidavit/Resume to OCA for background check	6/12/25	NA	NA
OCA returned background checks to SPD	6/27/25	5*	10*
COE responded to OCA findings (if OCA refers findings)	7/15/25	14	18
CAO provided opinion to SPD	6/12/25	30	7
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	7/24/25	30	9
Additional scoring meeting (post-oral)	8/6/25	15	13

* 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

Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer, Airport Parking Associates. The following individuals will participate in the negotiations:

Amy Almanzar, Procurement Contracting Officer 2, SPD
 Sarah Abate, Assistant Aviation Director, Concessions and Business Development, MDAD
 Caroline Burgos, Aviation Senior Contracting Officer, MDAD
 Lazaro Herrera, Chief – Communication, Hospitality, and Transportation, MDAD

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

Consensus Statement:

The Committee recommends that the County enter into negotiations with Airport Parking Associates, based on their qualifications, extensive experience both at MIA and nationwide, and technology solutions that align with the County's goals for efficiency, modernization, and enhanced customer experience. In addition, their established local presence and partnerships demonstrate a commitment to community engagement, economic impact, and responsiveness to County needs.

Based on the evaluations conducted, Airport Parking Associates is well-qualified, possessing the necessary experience, resources, and capability to effectively manage and operate the public parking facilities at MIA. Their proposal reflects a comprehensive understanding of the scope, operational

challenges, and performance standards required to support MIA, one of the nation's busiest international airports.

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

Namita Uppal

Digitally signed by Namita
Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement Officer,
email=uppaln@miamidade.gov
, c=US
Date: 2025.08.14 17:37:47
-04'00'

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

Date

Memorandum



Date: June 5, 2025

To: Amy Almanzar, CPPB
Procurement Contracting Officer 2
Strategic Procurement Department

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

Subject: Request for Responsiveness Determination
RFP No. EVN0003874 – Management and Operations of Public Parking Facilities at Miami International Airport

You have asked whether or not ABM Aviation Inc (ABM); Airport Parking Associates, a Joint Venture of SP Plus LLC, a Metropolis Company (SP+) and Excel Strategies Inc (APA); All Professional Cleaning, LLC (APC); and/or LAZ Florida Parking, LLC (LAZ) are responsive. ABM and APA are responsive; APC and LAZ are not.

You indicate that both LAZ and APC failed to submit the form F-1 price proposal schedule. This office has previously held that, even in the context of RFPs, the failure to provide a price proposal form renders the proposal non-responsive, as the proposer's failure precludes agreement on a material term of the contract.¹ Accordingly, LAZ and APC are non-responsive. The balance of the issues raised with respect to their proposals do not need to be addressed.

With respect to APA, you note that they have expressed interest in having portions of the attached contract changed. Per Section 1.3 of the Solicitation, "The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive." Accordingly, APA's proposed changes do not render its proposal non-

¹ Omission of other information related to qualifications, experience, or proposed method of performance do not render a proposal non-responsive, as this information may be publicly available or otherwise within the preexisting knowledge of the Selection Committee.

responsive. This office does not express any opinion at this time as to whether the County may negotiate the requested change, or if the change would instead materially alter the provisions of the Solicitation.

Lastly, you indicate that ABM did not request local preference. This does not render their proposal non-responsive, but it does preclude application of local preference to their proposal.

Please contact me with any questions.

RFP No. EVN0003874
Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMPOSITE

Local 49% SBE

EVALUATION CRITERIA	PROPOSERS		ABM Aviation, Inc.	Airport Parking Associates
	Maximum Points Per Member	Maximum Total Points (5 members)		
Proposer's relevant experience, qualifications, and past performance	200	1000	925	960
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	500	465	475
Proposer's approach to providing the Services requested in this Solicitation	200	1000	940	950
Proposer's Financial Stability	100	500	500	490
Small and local business utilization and project labor requirements	100	500	465	500
Proposer's use of innovative technologies and products	100	500	465	475
Total Technical Points	800	4000	3760	3850.0
Selection Factor (5% of the Total Technical Points)	40	200	0	192.5
Total (Technical & Selection Factor)	840	4200	3760	4042.5
Price Points	200	1000	815	925.0
TOTAL POINTS	1040	5200	4575	4967.5
Ranking			2	1

Signature: *Any Almanzar* Print Name: Any Almanzar Date: 8/7/2025

Chairperson *Heykcken Espinoza* Print Name: Heykcken Espinoza 8/7/2025

Reviewer

Local Preference* (Highest ranked proposer's total points - 5% = Local Preference range)	4968	4719.13		
Is any firm within 5% of the highest ranked? Y / N				Yes
Is highest ranked local? Y / N				Yes
Is firm within 5% local? Y / N				NA

RFP No. EVN0003874
Management and Operations of Public Paking Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Yoel Del Rosario

EVALUATION CRITERIA PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance	200	185	185
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	100	100
Proposer's approach to providing the Services requested in this Solicitation	200	190	190
Proposer's Financial Stability	100	100	100
Small and local business utilization and project labor requirements	100	90	100
Proposer's use of innovative technologies and products	100	100 100 MAC	100 100 MAC
Price Points	200	190	190



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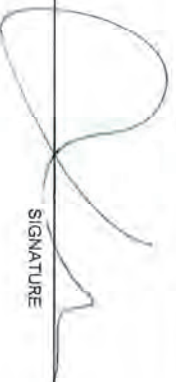
8-6-2025

DATE

RFP No. EVN0003874
Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Nikki Padilla

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance		200	180	200
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		100	90	100
Proposer's approach to providing the Services requested in this Solicitation		200	185	190
Proposer's Financial Stability		100	100	100
Small and local business utilization and project labor requirements		100	90	100
Proposer's use of innovative technologies and products		100	90	90
Price Points		200	130	200


 SIGNATURE

8.4.25
 DATE

RFP No. EVN0003874

Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Jeffrey Plant

EVALUATION CRITERIA PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance	200	185	195
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	85	90
Proposer's approach to providing the Services requested in this Solicitation	200	180	195
Proposer's Financial Stability	100	100	100
Small and local business utilization and project labor requirements	100	90	100
Proposer's use of innovative technologies and products	100	90	100
Price Points	200	185	200


SIGNATURE


DATE

RFP No. EVN0003874
Management and Operations of Public Paking Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Janice Smith

EVALUATION CRITERIA PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance	200	180	180
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	90	85
Proposer's approach to providing the Services requested in this Solicitation	200	190	180
Proposer's Financial Stability	100	100	90
Small and local business utilization and project labor requirements	100	100	100
Proposer's use of innovative technologies and products	100	90	90
Price Points	200	130	150

SIGNATURE 

DATE 08/06/2025

RFP No. EVN0003874

Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Post-Oral Presentations)

COMMITTEE MEMBER NAME: Alessandra Williams

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
	Proposer's relevant experience, qualifications, and past performance	200	195	200
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	100	100
	Proposer's approach to providing the Services requested in this Solicitation	200	195	195
	Proposer's Financial Stability	100	100	100
	Small and local business utilization and project labor requirements	100	95	100
	Proposer's use of innovative technologies and products	100	95	95
	Price Points	200	180	185

SIGNATURE

DATE

RFP No. EVN0003874
Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS (Pre-Oral Presentations)

COMPOSITE

Local 49% SBE

EVALUATION CRITERIA	PROPOSERS		ABM Aviation, Inc.	Airport Parking Associates
	Maximum Points Per Member	Maximum Total Points (5 members)		
Proposer's relevant experience, qualifications, and past performance	200	1000	940	955
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	500	480	490
Proposer's approach to providing the Services requested in this Solicitation	200	1000	945	915
Proposer's Financial Stability	100	500	495	475
Small and local business utilization and project labor requirements	100	500	490	500
Proposer's use of innovative technologies and products	100	500	475	475
Total Technical Points	800	4000	3825	3810.0
Selection Factor (5% of the Total Technical Points)	40	200	0	190.5
Total (Technical & Selection Factor)	840	4200	3825	4000.5
Price Points	200	1000	745	875.0
TOTAL POINTS	1040	5200	4570	4875.5
Ranking			2	1

Signature: Army Almanzar Print Name: Army Almanzar Date: 7/25/2025

Chairperson Heylicken Espinoza Print Name: Heylicken Espinoza 7/25/2025

Reviewer

Local Preference* (Highest ranked proposer's total points - 5% = Local Preference range)	4876	4631.73		
Is any firm within 5% of the highest ranked? Y / N				Yes
Is highest ranked local? Y / N				Yes
Is firm within 5% local? Y / N				NA

Are scores within 10% of each other?

Yes

RFP No. EVN0003874
Management and Operations of Public Paking Facilities at Miami International Airport
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Yoel Del Rosario

EVALUATION CRITERIA PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance	200	185	185
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	100	100
Proposer's approach to providing the Services requested in this Solicitation	200	190	180
Proposer's Financial Stability	100	100	100
Small and local business utilization and project labor requirements	100	100	100
Proposer's use of innovative technologies and products	100	100	100
Price Points	200	170	190



SIGNATURE

7/24/2025

DATE

RFP No. EVN0003874

Management and Operations of Public Paking Facilities at Miami International Airport
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Nikki Padilla

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance		200	190	200
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		100	95	100
Proposer's approach to providing the Services requested in this Solicitation		200	195	185
Proposer's Financial Stability		100	95	85
Small and local business utilization and project labor requirements		100	95	100
Proposer's use of innovative technologies and products		100	100	90
Price Points		200	130	200

SIGNATURE

DATE

RFP No. EVN0003874

Management and Operations of Public Paving Facilities at Miami International Airport
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Jeffrey Plant

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
	Proposer's relevant experience, qualifications, and past performance	200	190	190
	Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	100	100	100
	Proposer's approach to providing the Services requested in this Solicitation	200	185	175
	Proposer's Financial Stability	100	100	100
	Small and local business utilization and project labor requirements	100	100	100
	Proposer's use of innovative technologies and products	100	90	100
	Price Points	200	185	200

Jeffrey Plant

SIGNATURE

7/24/25

DATE

RFP No. EVN0003874
Management and Operations of Public Parking Facilities at Miami International Airport
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Janice Smith

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance		200	180	180
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		100	85	90
Proposer's approach to providing the Services requested in this Solicitation		200	180	180
Proposer's Financial Stability		100	100	90
Small and local business utilization and project labor requirements		100	100	100
Proposer's use of innovative technologies and products		100	90	90
Price Points		200	80	100

SIGNATURE

DATE



07/24/2025

RFP No. EVN0003874
Management and Operations of Public Paking Facilities at Miami International Airport
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Alessandra Williams

EVALUATION CRITERIA	PROPOSERS	Maximum Points	ABM Aviation, Inc.	Airport Parking Associates
Proposer's relevant experience, qualifications, and past performance		200	195	200
Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors		100	100	100
Proposer's approach to providing the Services requested in this Solicitation		200	195	195
Proposer's Financial Stability		100	100	100
Small and local business utilization and project labor requirements		100	95	100
Proposer's use of innovative technologies and products		100	95	95
Price Points		200	180	185

SIGNATURE

DATE



MEMORANDUM

(Revised)

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

DATE: December 2, 2025

FROM: 
Glen 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
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, 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) ____, 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. 8(P)(5)
12-2-25

RESOLUTION NO. R-1165-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003874, MANAGEMENT AND OPERATION OF PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT, TO AIRPORT PARKING ASSOCIATES IN A TOTAL AMOUNT ESTIMATED TO BE \$5,330,704.00 FOR A FIVE-YEAR TERM WITH ONE, FIVE-YEAR OPTION TO RENEW FOR 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 CANCELLATION, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 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 approves award of Contract No. EVN0003874, Management and Operation of Public Parking Facilities at Miami International Airport, to Airport Parking Associates, in substantially the form attached hereto and made a part hereof, in a total amount estimated to be \$5,330,704.00 for a five-year term with 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 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.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** ,
 who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado**
 and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of December, 2025. 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: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

DMM

David M. Murray

**FORM OF NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE OPERATION
OF THE PUBLIC PARKING FACILITIES AT MIAMI INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT, made and entered into as of the _____ day of _____, 20____ 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:

Airport Parking Associates ("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, has engaged Management to operate, manage and maintain the Public Parking Facilities in a first class manner at Miami International Airport

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**NON-EXCLUSIVE MANAGEMENT AGREEMENT FOR THE
OPERATION OF THE PUBLIC PARKING FACILITIES
AT MIAMI INTERNATIONAL AIRPORT**

THIS NON-EXCLUSIVE MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 20____, by and between Miami-Dade County, Florida (the “County”), a political subdivision of the State of Florida and Airport Parking Associates (“Management”), authorized to do business in the State of Florida.

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 (“Department”);

WHEREAS, the Department desires to engage the services of a private sector operator to manage, maintain, and operate the Public Parking Facilities located at MIA;

WHEREAS, Management desires to provide for the management, operation and services contemplated for the Public Parking Facilities, which will enhance the parking accommodations and convenience for the travelling public, employees, and Airport patrons of MIA

WHEREAS, a Request for Proposal was issued under RFP No. EVN0003874 and the County received proposals and an award has been made to Management.

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

DEFINITIONS

- a) **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. EVN0003874 and all associated addenda, and Management's Proposal, incorporated herein by reference.
- b) **AIR OPERATION AREA:** The part of an airport where aircraft lands, takes off, and maneuver on the surface.
- c) **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.
- d) **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.
- e) **CAPITAL IMPROVEMENT PROGRAM:** The Capital Improvement Program (CIP) involves the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession location, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location. **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM AND ANY EXTENSION OF THIS AGREEMENT.**
- f) **CENTRAL COLLECTION PLAZA:** The main point area to entry and exit the garages at Miami International Airport.
- g) **CHECK REGISTER REPORT:** A list of checks written against a bank account, along with related information, for a selected date range or check number range.
- h) **CODE:** The County Code of Miami-Dade County, Florida.
- i) **COUNTY:** Miami-Dade County owns the Miami International Airport (MIA) and operates the Airport through the Miami-Dade Aviation Department.
- j) **CONSUMER PRICE INDEX (CPI-U):** Consumer Price Index for All Urban Consumers (CPI-U), Series ID: CUURS35BSA0, CUUSS35BSA0, Titled All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics.
- k) **COMPENSATION OR MANAGEMENT FEE:** The fee paid to Management as referenced in Article 6.

- l) **CURE PERIOD:** The time specified for rectifying any breach or default by the Party responsible for such breach or default.
- m) **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).
- n) **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.
- o) **EFFECTIVE DATE:** The date that appears in the first paragraph of this Agreement.
- p) **FISCAL YEAR:** The period of time which commences on October 1st of a particular year and concludes on September 30th of the following year.
- q) **GROSS REVENUES:** shall mean all monies, paid or payable for transactions involving the Public Parking Facilities collected via all methods, including but not limited to internet transactions, rebates to Management for credit card processing, rebates to Management for any other purchased services, 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.
- r) **MANAGEMENT FEE:** The fee paid to Management as referenced in **Article 6**.
- s) **MANAGEMENT:** Airport Parking Associates, (joint venture,) and its permitted successors, approved to oversee, manage, maintain, and operate the Public Parking Facilities.
- t) **PARKING ACCESS AND REVENUE CONTROL SYSTEM or PARCS:** PARCS is a combination of manual and automated equipment and software that controls parking access and provides for revenue accountability through various layers and types of system(s). The ticket dispensers, license plate recognition, pre-paid toll (SunPass®) system, gate arms, parking guidance, payment options and cameras are interconnected and controlled by or communicates with PARCS.
- u) **PUBLIC PARKING FACILITIES:** The Public Parking Facilities at the Miami International Airport (Facilities) as depicted in **Exhibits A-1 and A-2** and identified/referenced in **Sub-Article 1.04 Facilities**.
- v) **PROJECT MANAGER:** The person designated by the Department to administer the terms and conditions of this Agreement documents on behalf of the County.
- w) **PROPOSAL:** The Proposer’s written response to the Solicitation.
- x) **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.

- y) **REQUEST FOR PROPOSALS or RFP or SOLICITATION:** The Solicitation, Request for Proposal No. EVN0003874 and all associated addenda and attachments.
- z) **REQUEST FOR REPLENISHMENT:** The document used which details expenses the Management uses to receive reimbursements from MDAD.
- aa) **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
Term and Facilities

1.01 Term and Extension:

The County hereby engages Management and Management hereby agrees to operate, manage and maintain the Public Parking Facilities, at Miami International Airport (the “Airport” or “MIA”), as described in **Sub-Article 1.04 Facilities** and commencing February 1, 2026, for a term of five (5) years, expiring on the last day of the 60th month following the Effective Date (the “Term”). The County, at its sole discretion, may renew this Contract for one (1), five (5) year term.

1.02 Not Used

1.03 Not Used

1.04 Facilities:

The Department hereby makes available to Management the Public Parking Facilities located at Miami International Airport as depicted in **Exhibits A-1 and A-2**.

The Facilities hereunder consists of, but are not limited to, (i) various multi-level garages, (ii) one two story lot (Park1), (iii) Central Collection Plaza; (iv) PARCS; (v) various entrances and exits; (vi) taxicab lot; (vii) one remote parking, as well as office space, including 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 or any related third party, to alter, change, modify, move, close or delete portions of the facilities listed on **Exhibit A-1 and/or A-2** for purposes of CIP, economics, 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-1 and/or A-2** to Management. Neither the modification, 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 Compensation to Management** hereof, unless a lesser compensation is agreed to by the Department and Management, in the form of a written Amendment, executed by both parties.

1.05 Response Incorporated:

Management acknowledges that it has submitted to the County a Response to Request for Proposals ("RFP") that was the basis for the award of this Agreement and upon which the County has relied. The proposal of Management, where not

inconsistent with the terms of this Agreement, is hereby incorporated into this Agreement by reference.

ARTICLE 2 **Scope of Services**

2.1 Background

Miami International Airport (MIA) serviced more than 55 million passengers in 2024. MIA has two main parking garages that are publicly accessible for long- and short-term parking, commonly known as Dolphin and Flamingo garages. Additional parking is available in the Park 1 garage, Economy Park & Ride Lot, and a designated Taxi Lot. An additional parking garage, Park 6, is under construction and is tentatively scheduled to open in December of 2025. Pursuant to the Draft Form of Agreement, Section 1.04, Facilities, this additional parking garage may be added to the agreement at that time. All available parking areas are collectively known as Facilities. Further information regarding the size and structure of Facilities can be found in Exhibit A-1. Facilities come equipped with management offices which include various furniture, fixtures, and equipment to enable operators. A listing of included items can be found in Exhibit A-2.

2.2 Services to be Provided

The selected Proposer shall manage, operate, and oversee all parking maintenance activities for the Parking Facilities. Management will be responsible for providing complete parking management services 365-days operation and provide services based on reimbursable costs plus a Management Fee.

Management will be required to provide sufficient staffing for all shifts to perform the required services. Selected Proposer's staff shall include a qualified onsite manager responsible for the overall activities relating to the management of the Parking Facilities who shall be on call 24 hours per day, including weekends and holidays, and shall respond to complaints from the public and the Department. Selected Proposer's staff must attend all County-required training classes as directed by MDAD.

Management will also be responsible for reporting any issues that County vendors under various County contracts perform Facilities cleaning, custodial, and grounds maintenance services. Management is also responsible for financial reporting, marketing, collection of parking fees, operation of online bookings, remittance of payments to the Department, and development of a Yield Management Program. Services shall be provided twenty-four (24) hours per day, seven (7) days per week including holidays, without exception and includes, but are not limited to:

1. Manage and operate the Facilities in a neat, clean, and operable condition.
2. Provide and maintain the necessary equipment and trained personnel to successfully operate the Facilities.

3. Oversee the maintenance and cleanliness of Facilities and report to MDAD if janitorial and/or repair services are required.
4. Provide monthly invoices to MDAD detailing contractual expenses and must prepare and maintain operational activity reports on operational issues (e.g., staffing) and statistics.
5. Develop strategies to maximize sales (revenue) and optimize net income (yield).
6. Provide and perform management of reservation system, including providing responses to customer inquiries, questions, cancellations, and refunds.
7. Provide emergency service at no charge to the customer for:
 - i. Lost vehicle search assistance
 - ii. Jump start vehicles and inflation of flat tires
 - iii. Lock-out assistance by providing telephone number for authorized locksmith
8. Oversee the maintenance and/or repair of furnishings and fixtures
9. Continuously monitor Facilities in order to provide safe and secure Facilities for guests, to include:
 - i. performing nightly vehicle inventory
 - ii. reporting vehicle count
 - iii. identification and reporting of abandoned vehicles and other potential security risks
10. Confirm all parking location reminder systems are operational at all times.
11. Inspect the parking guidance system throughout the garages to ensure the components are functioning correctly.
12. Monitor and inspect all the elevator located in the parking garages for cleanliness and operability.
13. Operate the Facilities pursuant to all applicable statutes, laws, ordinances, rules and regulations, operational directives, and obtain all required licenses and permits.
14. Process payments in the form of cash and credit card on-site at the Facilities and all forms of payment accepted by the existing MDAD Parking Access and Revenue Control System or replacement system. Develop procedures for ensuring the chain of custody of all cash generated at the parking Facilities. Collection procedures for accounts receivable transactions include, but are not limited to, attempts to reach the customer by telephone and demand payment letters sent by registered mail to the customer by the selected Proposer at intervals of ten (10), thirty (30), and forty-five (45) days from the transaction dates as required in MIA Operational Directive No. 04-05. Further, in order to comply with regulatory requirements for the Payment Card Industry Data Security Standards (PCI-DSS), the County has developed the following policies and procedures for vendors accepting credit card payments: <https://www.miamidade.gov/managementandbudget/library/procedures/332.pdf>. The selected Proposer must comply with all PCI-DSS requirements throughout the term of the resultant Agreement and any applicable extensions.
15. Reconcile all revenues received with receipts. All collected parking revenue is to be presented to MDAD with line-item reductions for applicable taxes and counterfeit money. Copies of the bank advice verifying the counterfeit money status must accompany the report.
16. Remit payments to MDAD for collected payments, rebates, credits, and/or refunds.

17. Process revenues and receivables in accordance with standard industry accounting methodology, adhering to procedures and controls.
18. Coordinate with the various outside vendors and/or MDAD personnel to complete maintenance of the Facilities while minimizing operational impact.
19. Provide oversight of deliveries of goods and products for the Facilities.
20. Develop and maintain a customer service training program, inclusive of service standards for its employees. The program shall be provided for MDAD's review and approval within thirty (30) days of the Effective Date of the resultant contract and should include methods for responding to customers and complaints, and resolution.
21. Develop and maintain an annual marketing plan for approval from MDAD, which shall analyze the competition in the surrounding Airport area and develop an action plan by market segment to address supply and demand by Facilities.
22. Develop and maintain an operations procedures manual for approval from MDAD, to include a Yield Management Program to optimize the use and revenue of the Facilities.
23. Provide a comprehensive system (either manual or computerized) that will track work orders for repairs and monitor improvements and preventive maintenance for the Facilities.
24. Plan/assist/participate in providing personnel as warranted in the event of a hurricane, mass migration, natural or manmade disaster(s), including preparedness, response, loss mitigation, and disaster recovery to prevent further loss of property and equipment, hardware/software resources.
25. Provide valet parking services, including obtaining and maintaining Garage Keeper's Legal Liability Insurance.
26. At the County's sole discretion, provide limited construction services specifically related to the maintenance of the Facilities upon request.
27. Conduct periodic scheduled inspections of the parking facilities, parking equipment, parking guidance system, and record and report items requiring maintenance and/or repair and generating applicable work orders.

2.3 Services related to Parking Access and Revenue Control System (PARCS)

Management shall be responsible for the following Services at all Facilities, including the designated Employee Lot:

1. Work jointly, and cooperate fully, with the PARCS provider.
2. Assisting, as needed, with any additional installation or modifications to the PARCS.
3. Oversee the PARCS throughout the duration of the resultant Agreement and any applicable extensions. Oversight includes ensuring that operation and maintenance of PARCS is performed as required by the PARCS provider or other contractually responsible party.
4. Operate and manage the existing PARCS, including but not limited to: Utilizing the metrics generated from the PARCS to reconcile the revenue, applying the appropriate labor resources, and purchasing the appropriate disposable supplies and services.
5. Accept assignment of a maintenance agreement upon MDAD's request, for PARCS and complete all actions required thereunder, including reporting of defects or maintenance issues, and coordinating applicable repairs. Upon expiration or

termination of the resultant Agreement, such maintenance agreement(s) shall be reassigned to the County.

2.4 Electric Vehicle Charging Stations

MDAD shall have the right to require Management to assist MDAD in the acquisition of Electric Vehicle Charging Stations for the parking garages. All costs of the operation of such service shall be made part of the budget, and all revenues therefrom shall be included in Gross Revenues.

2.5 Missing Tickets

Management shall assume financial responsibility for all missing parking tickets. The maximum applicable daily rate at the Facilities for self-parking and/or valet parking may be charged to Management for Missing Tickets. Said charge may be deducted from the monthly Compensation payable to the Management. The number of Missing Tickets charged to the Management will be subject to evaluation by the Department based on a percentage of total transactions captured by the PARCS and Missing Tickets based on industry standards as determined by the Department.

2.6 Adjustment to Parking Facility Services

The Department shall have the right to adjust the number of spaces that require Management Services at parking facilities, in which event, all cost of the operation for such service shall be made part of the budget accordingly, and all revenues therefrom shall be included in Gross Revenues. Services for the addition or deletion of parking facilities may include providing and/or contracting transportation services between remote off-site parking areas and the main terminal building.

2.7 Additional Service or Product Offerings

The County, in its sole discretion, may request and Management shall provide any offering, whether Services or products, contained within its Proposal. Such offering shall not result in any increase to the Management Fee and are subject to County approval and available budget.

Additionally, during the term of the resultant Agreement, and as may be needed or requested by the County due to changes in market conditions, technical environment, or other factors, Management may propose additional offerings (excluding a loyalty program), whether Services or products for the County's consideration. Such offerings shall not result in any increase to the Management Fee and are subject to County approval and available budget.

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, credits and refunds, and reimbursement made to 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-2** Daily Deposits of Gross Revenues shall be comprised of Daily Deposits and Other Deposits. 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, and any 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 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 overage and shortage, credit card and other receivables net of credit card commissions, net cash deposited amounts 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 industry accounting methodology and the normal procedures and controls contained in Management's Policy and Procedures manuals (**Sub-Article 8.03**), 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 (1st) 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 Customer Checks:

Personal, corporate, and traveler's checks are to be accepted as payment for parking transactions. Cashiers are to obtain information from customers paying by check as required by the Policy and Procedures Manual in accordance with **Sub-Article 8.03**. Management must have an electronic check verification system, approved by the Department, in place, and must comply with all required procedures. Management shall be responsible for the collection of dishonored checks. In the event of a dishonored check not covered by the electronic check verification company, immediately upon notification that a check has been returned, Management must make attempts to reach the customer by telephone, and send demand payment letters in compliance with Department Operational Procedures and the Policy and Procedures Manual pursuant to **Sub-Article 8.03**.

3.06 Not Used

3.07 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 Agreement 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
Budget and Reports

4.01 Annual Operating:

Within thirty (30) calendar days of the date of notice of award, Management shall submit to the Department for its consideration and approval, a proposed Annual Operating Budget for the first (1st) year of this Agreement. The Department may in its sole discretion, request revision to such proposed Annual Operating Budget prior to approving.

Annually thereafter, on a date to be determined by Department for each year of this Agreement, Management shall provide a recommended Annual Operating Budget, for the twelve (12) month period beginning October 1st 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. 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.

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 upon contract effective date 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.
- (e) The fringe benefits for reimbursable employees expenses delineated in **Exhibit G** “Benefits” must be used in the year earned and shall not be carried over to the following year.

This section shall be utilized solely to pay for personnel working as employees of Management under this Agreement. Management shall not bill or budget under this section for personnel costs associated with third party vendors under contract with Management. Third party vendors under contract shall be reported as Outside Contractual Services 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 subject to Department approval. 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:

Financial Statement are due by fifteen (15) 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 parking revenue at a rate(s) established by the Department, and the like.

4.05 Not Used

4.06 Annual Audit:

As soon as possible, 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 30th of each year and any partial years, and the management letter resulting from a review and results 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 at any time and without notice, 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) Vehicle Inventory by Facility Reports
- (i) Abandoned Vehicle and No-Tag Vehicle Reports
- (j) 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. In the event of Related Party Purchases which are not approved under this Section, Management shall be solely responsible for all costs associated with purchases, and such costs shall not be considered reimbursable expenses by the County unless subsequently specifically and expressly authorized by the County in writing.

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

Public Parking Facilities in accordance with the Uniform System of Accounts for the Parking Industry and generally accepted accounting principles (GAAP).

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 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 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”. **Exhibit G**, Reimbursable Operating Costs may be revised by the Department, without limitation. 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 **Article 5** that Management shall be reimbursed for all reasonable and appropriate expenditures made pursuant to this Agreement consistent with the terms contained herein.

5.02 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.

5.03 Payment of Invoices:

Following preliminary approval by the Department, 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, paying only approved invoices reflected on the preliminarily approved check register. Management shall maintain separate paid invoice files for operations covered by this Agreement, and said paid invoice 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 invoice files related to operations pursuant to this Agreement, not previously provided to the Department pursuant to other provisions hereof.

Goods and services obtained from outside vendors should be, pursuant to Sub-article **8.15 Purchasing**, 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 (if applicable) 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.

5.04 Not Used

5.05 Payment of Payroll Expenses:

Employee payroll checks 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 expenses. Payroll checks shall only be written against and be accounted for in the Payroll Account.

5.06 Not Used

5.07 Replenishment of Operating Account:

The 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 Operating Account. Such replenishment shall be based upon a Request for 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 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 Operating Account to Reimbursable Operating Costs supported by invoices or as otherwise provided herein. Any monies paid by Management from the Operating Account which has not been authorized for replenishment as described herein shall be deposited to the 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 Operating Account check register to the Department within three business days of their production in the ordinary course of operations of Management.

5.08 Requests for Replenishment – Payroll Related Costs:

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 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 twenty days following the close of every calendar quarter.

5.09 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 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.

5.10 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.

5.11 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 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) 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.

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 Public Parking Facilities, (2) all costs associated with remote or home-office support of Management’s operations at the Public Parking Facilities, (3) all indirect administrative costs associated with Management’s operations at the Public Parking Facilities, (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, (7) Management’s corporate staff, allocation of corporate staff or operating expenses related to corporate activities.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to

maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this Article shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

5.12 Not Used

5.13 Non-Reimbursable Expenses:

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, joint venture or individual, of the following and similar in nature, including but not limited to:

- (a) Any component of the Compensation, as listed in Article 6.01
- (b) Management's home office/corporate overhead and cost allocations
- (c) Management's legal and accounting fees
- (d) Retirement contributions to employees of Management (except as described in Exhibit G)
- (e) Charitable and political contributions
- (f) Entertainment, including entertainment for the purposes of business development or client retention
- (g) Public relations, gifts, dues and memberships and entertainment
- (h) Any penalties, judgments, assessments or fines issued by any court or authorized government entity or agency
- (i) Employee social functions
- (j) 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
- (k) Charge-backs which resulted from the failure to apply controls as described in **Article 5, Cost Reimbursements**

- (l) Any other expenses which are for services which do not provide a direct benefit to the MDAD operations of the Parking Facility

5.14 Cash Losses:

All cash losses arising out of the negligence of Management or theft by its employees or vendors shall be the responsibility of, and be reimbursed by Management. Cash losses shall include losses of debit and credit card media, vouchers, and any other form of payment of Gross Revenues.

5.15 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 and so as to comply with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. 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, like assessment, resulting from any late or delayed payment of an obligation hereunder.

ARTICLE 6
Compensation to Management

6.01 Management Fee:

The County shall pay to Management as consideration for all costs for managing, operating and maintaining the Facilities and providing the services required herein, and inclusive of all profits of Management, an Annual Management Fee of \$465,000, payable on a monthly basis. Said fee will be payable upon billing by Management in accordance with **Sub-Article 5.11** accompanied with the Monthly Financial Statement as referenced in **Sub-Article 4.04**.

Beginning in year two (2) of the Agreement, and on an annual basis, an adjustment equal to either 1) Consumer Price Index for All Urban Consumers (CPI-U), Series ID: CUURS35BSA0, CUUSS35BSA0, Titled All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics (BLS) 12-month percent change between the contract effective date month (thereafter annual anniversary month) and the most recently published annual CPI-UOR— 2) three percent (3%) over the previous year's fees, whichever is less, shall be applied to the Management Fee. Such adjusted fee shall go into effect in the thirteenth (13th) month following the Effective Date for year two (2), and in the month immediately following the anniversary of the Effective Date thereafter.

ARTICLE 7

Personnel

7.01 General Manager:

Management shall hire and assign, a full-time General Manager (“General Manager”), on-site and available during normal business hours or other hours as designated by the Department, 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 Public Parking Facilities management and operations and must have sufficient recent experience, as determined at the sole discretion of the Department, with comparable level responsibilities for a similar sized operation. 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 Proposal. 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. In case of extended absences, Management should have an Assistant Manager or a management staff from another location be responsible for the operation.

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, or 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 Handbook

Management shall, within thirty (30) days following the Effective Date of this Agreement, submit a detailed Employment Handbook 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 Handbook 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 Handbook without the prior written approval of the Department which approval may be withheld without stated cause or liability. Management shall take employment actions, which may involve any of the matters described in the Employment Handbook, as the Department may require. In the event additional facilities are added pursuant to **Sub-Article 1.04 “Facilities”** hereof, the Department may require Management to prepare and maintain a separate Employment Handbook 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 Not Used

7.07 Not Used

7.08 Local and 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 Local and Federal Government Agencies Inspection Services agencies 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 Local and 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.

7.11 Relationship of Parties:

Officers, agents, and employees of Management shall not be deemed to be employees of the County for any purpose whatsoever.

7.12 Wage Rates:

All employees of Management, and all subcontractors hired by Management providing Covered Services as defined in the Section 2-8.9 of the Code of Miami Dade County, as may be amended from time to time, shall be paid at least the rates established in accordance with **Sub-Article 7.27 Living Wage Requirements**, and not to exceed those established in the Annual Operating Budget approved by the Department. Management shall pay its personnel weekly for hours worked. Rates may be adjusted annually at the Department's discretion.

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 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 biometric time clock that records employee punch in and out times for use by all hourly employees. Management shall require employees to clock in or out within a twenty (20) minute span at shift change time; not earlier than ten minutes before, or ten minutes after the specified time, unless some other procedure is authorized by MDAD or approved in the Employment Handbook. 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 Handbook 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 Not Used

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 within the Public Parking Facilities or 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 Public Parking Facilities and AOA and to withdraw Public Parking Facilities and 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. Management shall also be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the **Miami Begins with Me Customer Service Champion Program**, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu).

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, restaurants, shops, services, or non-Airport parking facilities. 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 Use of Public Facilities** or **Sub-Article 7.21 Passenger Referrals** 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 **Sub-Article 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 Employment Eligibility Verification (E-Verify):

Management is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for Management under this Agreement. Management shall incorporate this requirement into all of its subcontracts as well.

7.25 Employee Retention:

The current work force would provide necessary stability and continuity of services to parking customers. 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.

7.26 Employee Fringe Benefits:

Unless otherwise specified, the employee fringe benefits as specified herein apply to all full-time Management employees performing work under this Agreement. A full time employee is defined as one who works forty (40) hours per week.

Management must provide those fringe benefits to its employees, in accordance with the County's Living Wage Administrative Order 3-30 and Section 2-8.9 of the Miami-Dade Code, as may be amended during the Term of this Contract.

7.27 Living Wage Requirements

Management shall comply with Section 2-8.9 of the Code of Miami Dade County, as may be amended during the Term of this Contract. Management shall pay its covered employees at least the applicable hourly Living Wage rate and comply with the administrative and records keeping required. Management shall also ensure that

its contractors and subcontractors comply with this Sub-Article. Current rates may be found at: <http://www.miamidade.gov/smallbusiness/living-wage-reports.asp>

ARTICLE 8

Duties and Obligations of Management

8.01 Standards of Operations:

The Department shall have the exclusive right to approve, establish and revise parking rates, hours of operation for individual units, 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 may at any given point implement 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 Administrative Modifications**.

8.03 Manuals:

All manuals described hereunder shall be developed based on the operation of Management at the Facilities, pursuant and specific to this Agreement.

Policy and Procedures Manual. Management shall develop and submit to the Department for its review and approval a Policy and Procedures Manual, 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 Policy and Procedures Manual, without limiting the scope thereof, shall cover at least the following:

- (a) Courtesy policies governing the treatment of customers by parking personnel,

customer Service standards and telephone inquiries.

- (b) Variable pricing, reservations, promotional and sales policies
- (c) SunPass® policies
- (d) Policies related to parking operations and services standards
- (e) Employee Training Manuals
- (f) Security Plan
- (g) Accounting and internal control procedures
- (h) All manuals and procedures related to PARCS 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) Account receivable policies
- (k) Facilities maintenance and cleanliness programs
- (l) Customer Complaints
- (m) Physical vehicle inventory counts
- (n) Abandoned vehicle and no tag vehicle procedures
- (o) Hurricane and Disaster Recovery policies

Once the Policy and Procedures Manual required herein is approved by the Department, it shall not be modified or amended without the further approval of the Department.

Management Operations Manual. Management must develop an Operations Manual within thirty (30) days from the Effective Date. The Operations 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 Operations Manual shall be subject to MDAD approval. Management shall be responsible for operation in accordance with the Operations Manual. The Operations Manual may be amended at any time by the Department.

8.04 Pre-paid Parking:

At the direction of the Department, Management may issue pre-paid parking passes for the use of the Facilities and establish rules and procedures relating to the use of such passes. The Department shall notify Management of such issuance in order for Management to process monthly billing. The revenue from such parking passes shall be included in the Gross Revenue.

8.05 Organization Conflict of Interest:

Management (including affiliates, subsidiaries, and parent companies) shall not operate, maintain or manage other public or private parking facilities within five (5) miles of Miami International Airport property during the term or extension of this Agreement unless modified pursuant to **Sub-Article 25.04 Administrative Modification.**

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 Parking Facility employees' access to the Employee Parking 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:

Management shall cause a physical inventory of all vehicles parked within the Facilities to be made and recorded daily, during the hours of midnight and 4:00a.m. Such physical inventories shall be conducted in such manner as to record the date and general parking area where the vehicle is parked in the Facilities, utilizing the equipment provided by the Department for such data gathering. The requirements of this paragraph may be adjusted by the Department at any time. The vehicle inventory will be used to determine tagged vehicles that exceed the maximum allowable sixty (60) day length of stay. Vehicles will be subject to towing after attempts are made to notify the owner. Non-tagged vehicles are subject to immediate removal upon identification.

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 an estimated useful life in excess of one (1) 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. All major equipment in excess of \$1,000 installed or stored shall be inventoried, labeled and tagged by the Department, in accordance with MDAD Capital Inventory Requirements. Disconnected equipment shall be removed from inventory records, with the proper documentation submitted as required by MDAD. 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 construed 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 courteously within 24 hour from the time the complaint is 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

Management shall comply in all aspects with the policies and procedures for the collection of outstanding debts established under Operational Directive No 04-05, Miami International Airport (MIA) Parking Garage User Charges – Delinquent Accounts Receivable.

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 include but are not limited to such items as supplies, office stock, soft and hard goods as well as consumables required in the day-to-day operation for the upkeep of the Facilities and delivery of customer service. Purchases of goods in excess of three thousand (\$3,000) 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 include but are 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 monitor the Facilities for cleanliness at all times. If the Facilities are not properly maintained and kept clean, Management will so advise the appropriate Department Division. Management is responsible for the cleanliness of the offices, booths, and Central Collection Plaza areas under their direct use and control and shall take action to maintain these locations.

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 **Sub-Article 10.05 Maintenance & Repair.**

10.03 Garbage and Trash Disposal:

Management shall report and coordinate with the Department for the removal of all garbage, trash, recycling, and any refuse whatsoever that has accumulated as a result of ongoing operations at the Facilities. Management shall properly secure, store, and dispose of refuse in the manner approved by the Department, until the Department collects said refuse.

10.04 Maintenance of Utilities:

Management shall operate, manage, and maintain all utilities 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 paid directly, pursuant to **Sub-Article 5.01 Reimbursable Operating Expenses.**

10.05 Maintenance and Repair:

Management shall operate, manage, and maintain the condition of the interior of the Facilities, and shall complete or ensure completion of 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.

Management shall be responsible for monitoring the proper servicing and maintenance of all of the revenue control equipment. Costs of a separate service and maintenance contract will be a Reimbursable Expense included in the Annual Operating Budget.

10.06 Extraordinary Maintenance:

Management shall consult with the Department before undertaking any major maintenance work which can be reasonably 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 or alter any signs nor permit any advertising by Management, its subcontractors, or vendors 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 be included in “Facilities” hereunder. Management shall at all times follow procedures and requirement established by the Department Tenant Airport Construction – Reimbursable (TAC-R) procedures (**Exhibit F**) in effect at the time of such design and construction. All design and construction expenses and the related supporting documentation shall be undertaken in accordance with the budget and procurement procedures of the Department, unless the design and construction are required to address an imminent threat to health, safety, or the environment.

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, 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 led 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 Award of Construction Contracts**.

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.

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 provisions 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 Design and Construction of Facilities**, 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

No Assignment, Subletting or Sale of Controlling Interest

12.01 No Assignment by Management:

Management shall neither assign, transfer, pledge or otherwise encumber this Agreement, or allow others to use the Facilities, without the prior written consent of the Department.

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 that have not been otherwise assigned. 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 No Assignment, Subletting or Sale of Controlling Interest. 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 **Sub-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 an 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.

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 One Million Dollars (\$1,000,000.00), 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. The Department, without prior notice to Management, may draw upon such performance bond, given its failure to perform or breach of this Agreement. The Department may require Management to increase or decrease the amount of the performance bond during the term of this Agreement.

13.02 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 Surety Bonds** 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 on behalf of Management must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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

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

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
Not Used

ARTICLE 15
Indemnification and Insurance

15.01 Indemnification:

Management shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities (collectively the “Indemnitees”), from any and all liability, loss, claim, damage or cost, including attorney’s and expert fees and cost of defense, which the County or its officers, employees, consultants, sub-consultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, theft, damage or cost to any person or property while on or about the Facilities, or out of any condition on the Facilities, or out of any breach of any agreement covenant, warranty or representation by Management or persons acting under Management or from any act or omission anywhere by Management or persons acting under Management, or (ii) 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 Management or its employees, agents, servants, partners, principals, contractors, vendors or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County, including its successors and assigns, and its officers, employees, consultants, sub-consultants, agents, bond trustees, and instrumentalities. 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, attorneys and expert fees which may be issued thereon. This provision shall survive termination of this Agreement.

15.02 Insurance Required:

Within twenty (20) calendar days of the Effective Date of this Agreement, Management shall obtain all insurance required under this Sub-Article Insurance Required 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 Management shall maintain the following insurance throughout the performance of this Agreement.

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. Also note that the Department will not accept self-insurance on any policy and all policies must be separate policies insuring the Facilities at Miami International Airport alone.

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 Insurance as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work/Services, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*Under no Circumstances are vehicles permitted on the Airfield Operations Area ("A.O.A.") side of the Airport without increasing automobile coverage to \$5,000,000, combined single limit.

- D. Fidelity Bond: A Commercial Blanket Fidelity Bond in the amount of \$1,000,000.00 that guarantees an employees' honesty up to the bond penalty. Miami-Dade County must be shown as an obligee with respect to this bond.
- E. Management shall obtain Garage Keeper's Legal Liability Insurance ("GKLL") with a limit of at least \$1,000,000 (the premium for which will be a Reimbursable Expense). The Management shall pay and be financially responsible for any deductible payment associated with a GKLL claim, where either the MDAD Risk Management, Miami-Dade Police Department, or GKLL insurance carrier, determine that said claim was the result of Management fault.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of Management. 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 approval of the MDAD's Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, Management shall furnish certificates of insurance to Miami-Dade County Aviation Department Risk Management which certificates shall clearly indicate: (1) that Management has obtained insurance in the type, amount and classifications as required for strict compliance with this Article; that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

Compliance with the foregoing requirements shall not relieve Management of this liability and obligation under this Article or under any other Article in this Agreement.

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, which notice shall automatically amend this agreement effective thirty (30) days after such notice.

Management shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the Agreement period, Management shall be responsible for submitting new or renewed insurance certificates to the Department at a minimum of thirty (30) calendar days in advance of such expiration. In the event that Management has not provided new or renewed insurance certificates prior to the expiration of the previous policies, Management shall not be entitled to its Management Fee for each month, in whole or in part, during which the required insurances are not in effect; the withheld Management Fee shall compensate the County for the increased, but non-quantifiable, increased exposure to third party liability it suffers as a result of the failure to have insurance in place. The County may additionally or in the alternative avail itself of the rights provided it in Section 18 in the event that Management does not provide insurance as required in this Agreement.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of 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.

Compliance: Compliance with the requirements of this article shall not relieve Management of its liability under any other portion of this Agreement or any other agreement between the County and Management.

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 Certificates of Insurance;**
- 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/Continuity:

Management shall furnish certificates evidencing renewal or replacement of required insurance coverage, and shall ensure certificates of insurance required herein remain in full force and effect for the term of the Agreement. If the certificates of insurance are scheduled to expire during the term of the Agreement, Management shall submit new or renewed certificates a minimum of ten (10) calendar days before such expiration. 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 Not Used

15.06 Not Used

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 **Sub-Article 15 “Insurance”** 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 Department 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 Sub-Article 15, “Insurance” 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 15.15 Safety Prevention Program** 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 Employment Handbook as outlined in **Sub-Article 7.04**.

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 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 Sub-Article. 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

16.01 Patents 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, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by 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.

16.02 Infringement

Management shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Services. Management warrants that all things furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

Management shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services. Accordingly, Management at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

In the event anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, Management shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at Management's expense, the rights provided under this Agreement to use the item(s).

Management shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. Management shall enter into agreements with all suppliers and subcontractors at Management's own risk. The County may reject any items that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would disrupt the Services or be unlawful.

16.03 Protection of Data

In the event that Management generates or produces data on individual customers making use of the Facilities, whether at the direction of the County or otherwise, the County shall have the right to access and make use of that data, in both commercial and non-commercial capacities, without limitation, both during the duration of this Agreement and subsequent to its conclusion. Management shall insure that its

generation, use, storage, and production of such data complies with all applicable laws in the jurisdiction in which the data was collected.

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 in sub article 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 and/or Department 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, condition, or obligation of this Agreement;
- (f) Management has failed to provide adequate assurances as required under **Sub-Article 18.05 Adequate Assurances**;
- (g) Management has failed in a representation or warranty stated herein; or
- (h) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.
- (i) 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.
- (j) 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 Not Used

18.03 Habitual Default:

Notwithstanding the foregoing, in the event that the Management has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Management, regardless of whether the Management has cured each individual condition of breach or default as provided for in **Sub-Article 18.01 Events of Default** and **Sub-Article 18.02 Other Defaults** above, the Management may be determined by the Director to be an "habitual violator". At the time that such determination is made, the Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct any subsequent breach(s) or default (s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to

the 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 the Management shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Management shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 18.10 “Actions at Termination”** hereof.

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 other reasonable timeframe as determined in the sole discretion of the Department. 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 **Sub-Article 18.04 Notice of Default and Opportunity to Cure.**

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 Not Used

18.07 Termination For Abandonment:

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 herein. Such termination shall be considered Termination for Cause, and shall entitle the County to all remedies specified in **Sub-Article 18.08 Termination for Cause** 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 thirty (30) 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. In the event of such termination, the County shall compensate Management for the actual costs of all goods and services ordered and in-use at or in route to the facilities through date of termination for which payment had not previously been rendered, but shall not compensate Management for any mark-up or overhead on such costs. 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 any contracts for goods and services that may be requested by the Department. Management will be compensated for all outstanding amounts between the parties and shall become due and payable;
- (e) 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
- (f) 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 18.10** 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 Default and Termination by the County**, 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 rent for such occupied Facilities payable monthly as Compensation (the "Holdover Charges"). Base rent shall be calculated on a square foot basis at the rental rates then in effect for such Facilities (or for facilities substantially similar to the Facilities, in the discretion of the Department) as listed in the Airport's Summary of Rates, Fees, and 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 18.12 Holdover Tenant** shall survive the Term and any exercised extensions.

ARTICLE 19
Termination by Management

19.01 Termination by Management:

Management shall have the right, upon one hundred eighty (180) 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.

ARTICLE 20

Nondiscrimination

20.01 Nondiscrimination:

During the performance of this Contract, Management 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, Management 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 Management or any owner, subsidiary or other firm affiliated with or related to Management 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 Agreement void. This Agreement shall be void if Management submits a false affidavit pursuant to this Resolution or Management violates the Act or the Resolution during the term of this Contract, even if Management 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** 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 Article hereof.

20.04 Supplier/Vendor Registration/Conflict Of Interest

a) Supplier/Vendor Registration

The 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 “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

The 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.

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 (5) 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. 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 Termination by Management** 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 Termination by Management** 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 Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be 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 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 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 Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, Management and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by 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 Default and Termination by County**.

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 Not Used

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 Gross Revenue and Deposits, 4 Budgets and Reports, and 5 Cost Reimbursements**, 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 Plan

Management shall provide a detailed Security Plan to MDAD for review and approval thirty (30) days prior to commencing operations.

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 equipment, furnishings, commodities and supplies provided herein.

MDAD shall have the right to add, amend or delete any portion thereof in order to meet reasonable security requirements of MDAD, Customs and Border Patrol ("CBP"), or the TSA. Management shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

Management agrees that it will include in all agreements with its contractor(s), and obligation by such parties to comply with all security requirements applicable to their operations at MIA. Management agrees that in addition to all remedies, penalties and sanctions that may imposed by MDAD, CBP, or TSA upon Management's contractor(s) and its individual employees for a violation of applicable security provisions, Management shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom, which shall include reasonable attorneys' fees.

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 any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

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 Entirety of Agreement:

This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Management hereby affirms the completeness and accuracy of the information submitted by Management to the Department in connection with the award of this Agreement.

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 Performance:

The parties expressly agree that time is of the essence in performance of this Agreement and that the failure by Management to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the County of any obligation to accept such performance.

25.18 Notices:

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested to:

To The County:
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

To Management, in care of:
SP Plus LLC
16200 Brookpark Road, 2nd Floor
Cleveland, OH 44135

Alternatively to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by registered or certified mail shall be deemed given on the delivery date indicated on the return receipt from the United States Postal Service.

25.19 First Source Hiring Referral Program (“FSHRP”):

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, Management, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board (“SFWIB”), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Management is free to fill its vacancies from other sources. Management will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until 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 FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407. See **Exhibit N**.

25.20 Miami-Dade County Inspector General Review:

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one (1) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one (1) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those

contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Management, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

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

Management shall comply with the Public Records Laws of the State of Florida, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (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, F.S., 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 Management upon termination of this Agreement 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 the agreement and shall be enforced in accordance with the terms 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@MIAMI-AIRPORT.COM; MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504

25.22 U.S. 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 Contract, 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 Contract, 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 Agreement 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.

25.23 Federal Aviation Administration (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 (including limited English

proficiency), 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 from the solicitation period 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);
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. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
11. 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 (including limited English proficiency), 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.
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 (29 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)].

25.24 Trust Agreement

INCORPORATION OF TRUST AGREEMENT BY REFERENCE:

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement (link below), dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

25.25 Labor Peace Requirement Resolution No. R-148-07

The Management provided a signed copy of the labor peace agreement for their employees as part of their Proposal to assure that no labor dispute or unrest will disrupt their operations at Miami International Airport (**Exhibit J**). Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event a Management is unable to reach an agreement with a labor organization regarding the terms of a labor peace agreement, the dispute between the Management and the

labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days prior to the date the proposal is due. The Management and the labor organization shall equally share the costs of arbitration.

25.26 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.

25.27 Payment Card Industry Data Security Requirements

The 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.

The 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, the 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.

The 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.

25.28 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.

25.29 Concessionaire Covenants and Assurances

A. Covenants Against Discrimination:

(1) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, [49 CFR part 23](#). The management 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 management 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.

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

Contractor

Miami-Dade County

By: 
Name: Bob Reiser
Title: Airport Parking Associates, managing agent, SP+ President - East Airports
Date: 9-26-2025

Attest: 
Corporate Officer
Steve Witte, Airport Parking Associates,
managing agent, SP+ Vice President -
Business Analytics

By: _____
for
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Juan Fernandez-Barquin
Clerk of the Court and
Attest: Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

CERTIFICATION
OF
CORPORATE RESOLUTION

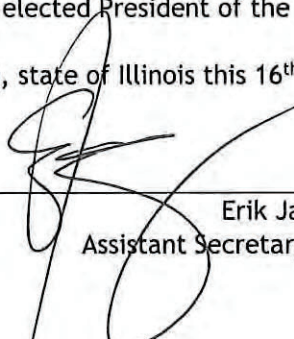
The undersigned, Erik Jarmusz, does hereby certify that he is a duly elected Assistant Secretary of **SP Plus LLC**, a Delaware **limited liability company** (the "**Company**"); that the following resolution was duly adopted by the member of the Company on January 1, 2025, by written consent in lieu of a meeting, and in accordance with the Delaware Limited Liability Company Act; that the following resolution is in full force and effect and has not been modified or altered, to-wit:

RESOLVED, that any one of the Chairman, Chief Executive Officer, President, any Executive Vice President, any Senior Vice President or any Vice President of the Company be, and each of them hereby is, authorized to execute and deliver any bid or proposal, lease agreement, management agreement, operating agreement or contract, or other instrument or document relating thereto, in the name of and on behalf of this Company, subject, however, to the approval by the Board of Directors of the terms of any agreement providing for the purchase of the total assets or the stock of another individual, partnership or corporation prior to execution of such agreement and any other document in connection therewith.

I, Erik Jarmusz, Assistant Secretary of **SP Plus LLC**, having compared the foregoing resolution with the original thereof, as recorded in the minute book of said company, do certify that the same is correct and a true transcript therefrom, and of the whole of said original resolution.

I further certify that Robert Reiser is a duly elected President of the **Company**.

Given under my hand, in the city of Chicago, state of Illinois this 16th day of April 2025,



Erik Jarmusz
Assistant Secretary & Vice President

Subscribed and Sworn to before me
this 16TH day of APRIL 2025.

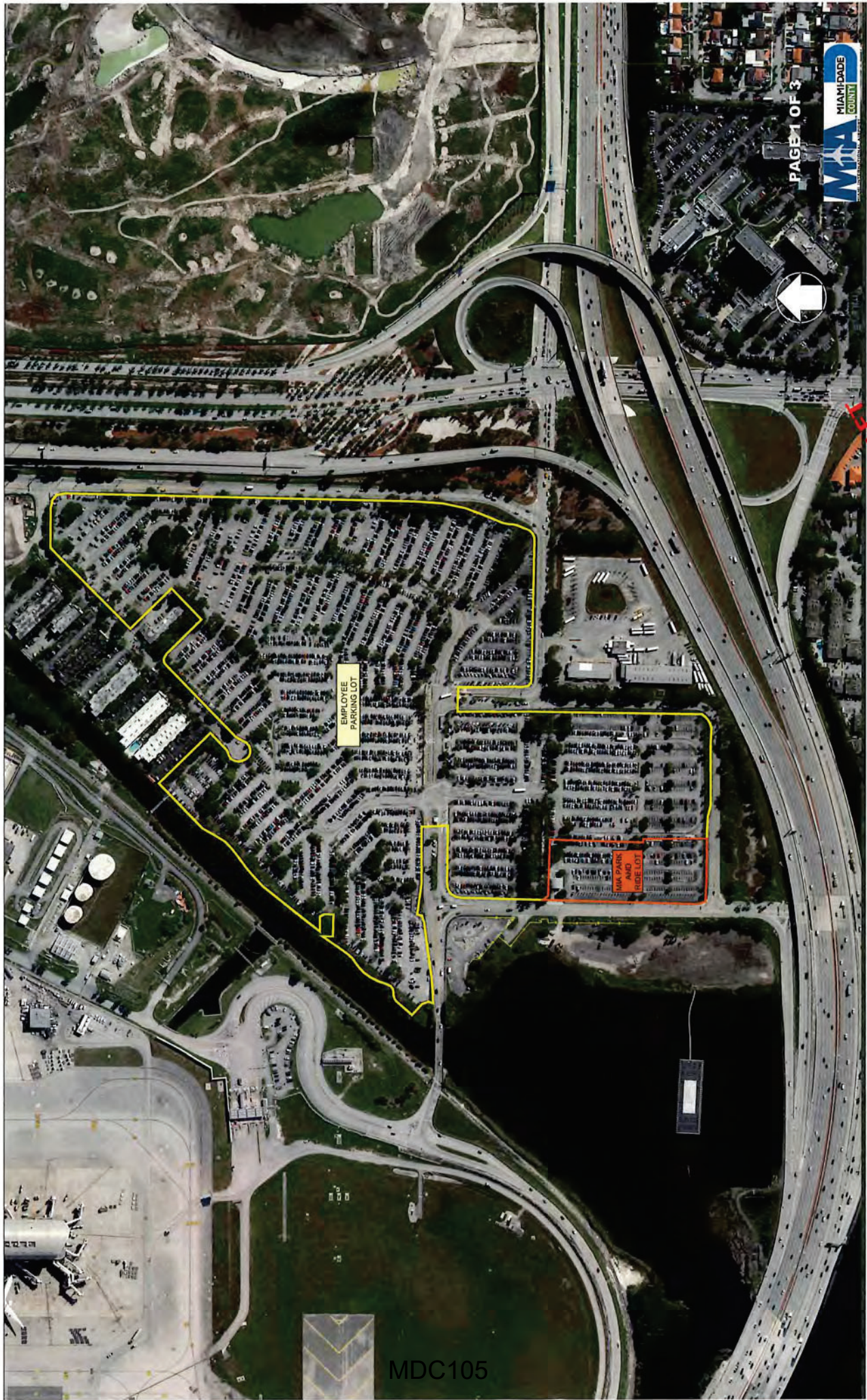


Mary Lacroix

Notary Public
My Commission expires: 4-26-27

Exhibit A-1: Facilities

Dolphin Garage, Ground Level	264,022 Sq. Ft.
Dolphin Garage, First Level	277,870 Sq. Ft.
Dolphin Garage, Second Level	277,870 Sq. Ft.
Dolphin Garage, Third Level	276,286 Sq. Ft.
Dolphin Garage, Fourth Level	276,319 Sq. Ft.
Dolphin Garage, Fifth Level	276,319 Sq. Ft.
Dolphin Garage, Sixth Level	279,752 Sq. Ft.
Flamingo Garage, Ground Level	138,145 Sq. Ft.
Flamingo Garage, First Level	174,130 Sq. Ft.
Flamingo Garage, Second Level	173,987 Sq. Ft.
Flamingo Garage, Third Level	172,971 Sq. Ft.
Flamingo Garage, Fourth Level	173,419 Sq. Ft.
Flamingo Garage, Fifth Level	173,419 Sq. Ft.
Flamingo Garage, Sixth Level	173,419 Sq. Ft.
Flamingo Garage Offices	1,939 Sq. Ft.
Flamingo Garage Storage	2,554 Sq. Ft.
Park One, First Level	104,183 Sq. Ft.
Park One, Second Level	94,380 Sq. Ft.
Taxi Lot Cashier Booths, Two	N/A
Central Collection Plaza Booths, Sixteen	N/A
Central Collection Plaza Office	2,668 Sq. Ft.
Space Economy Park and Ride Lot	119,895 Sq. Ft.



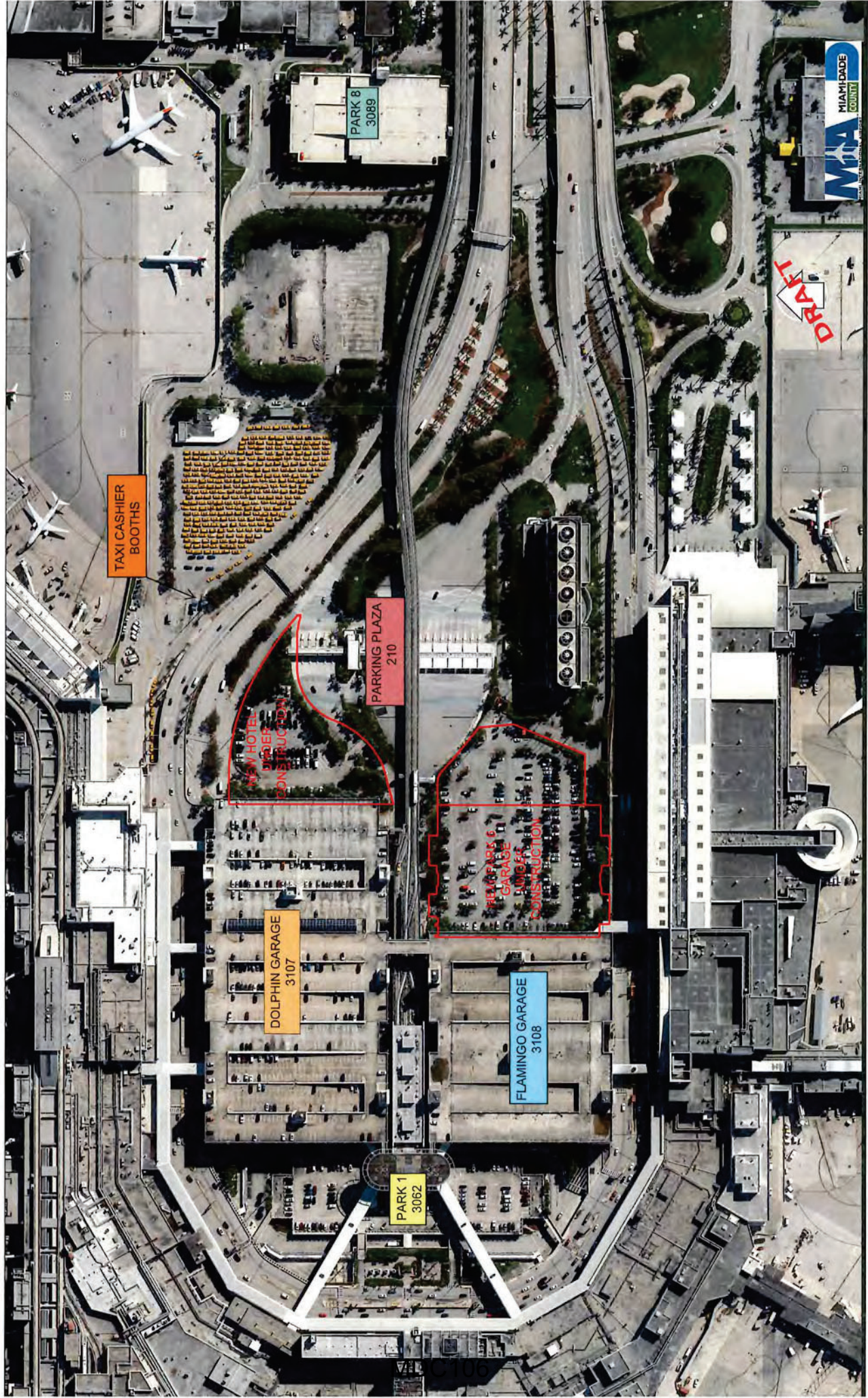
MDC105

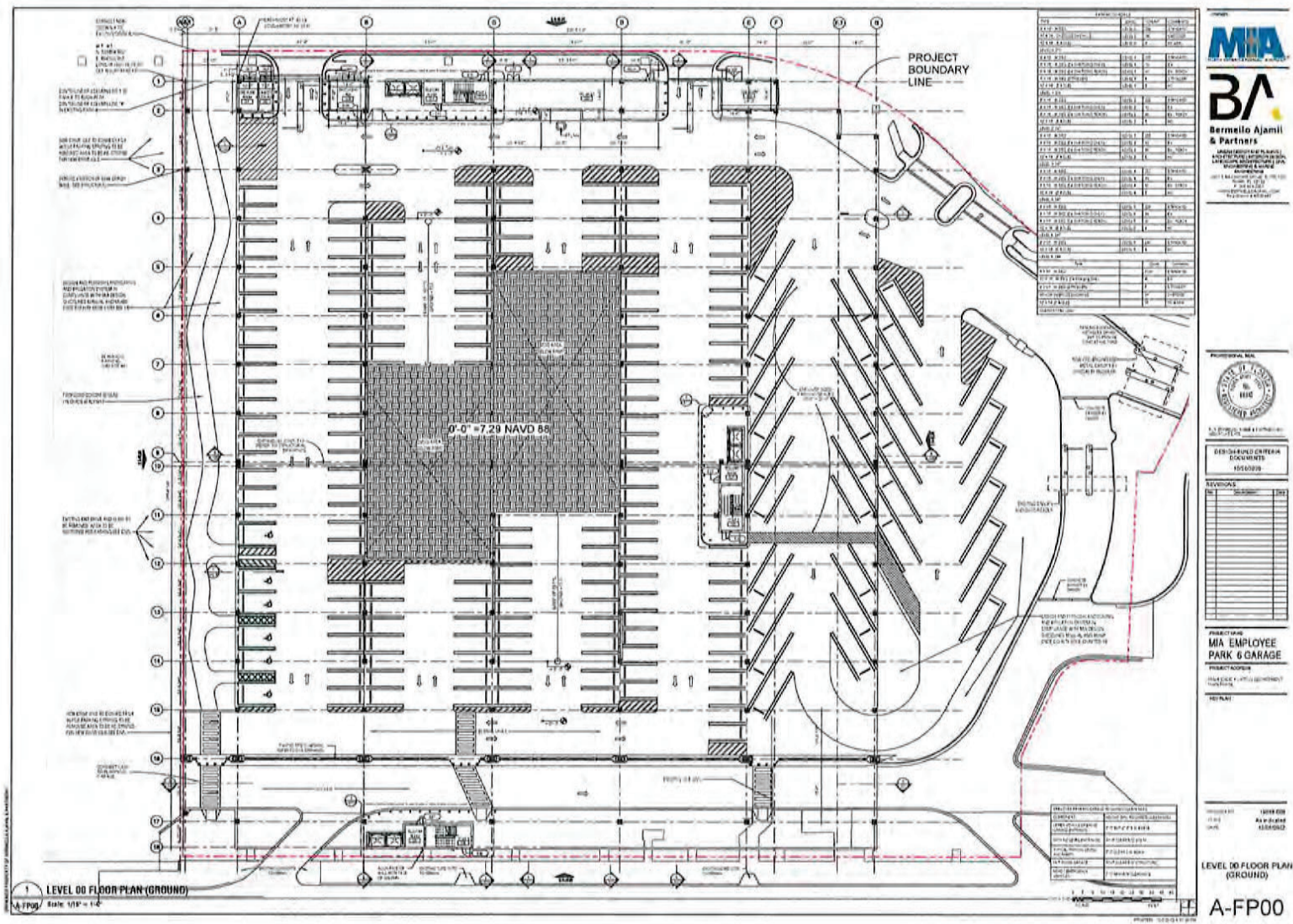


DRAFT

MIAMI INTERNATIONAL AIRPORT
PARKING FACILITIES

Exhibit A-1 Facilities

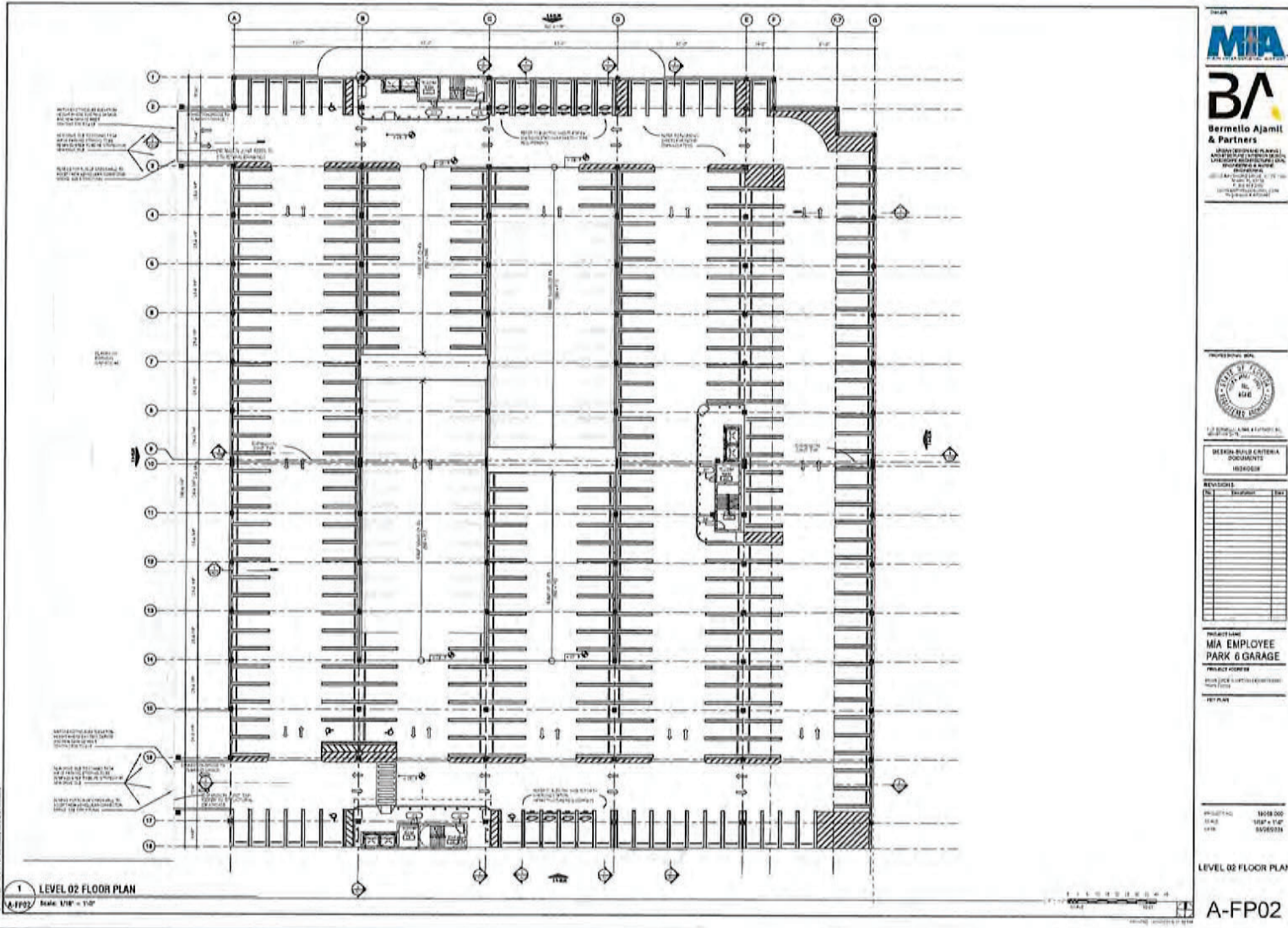




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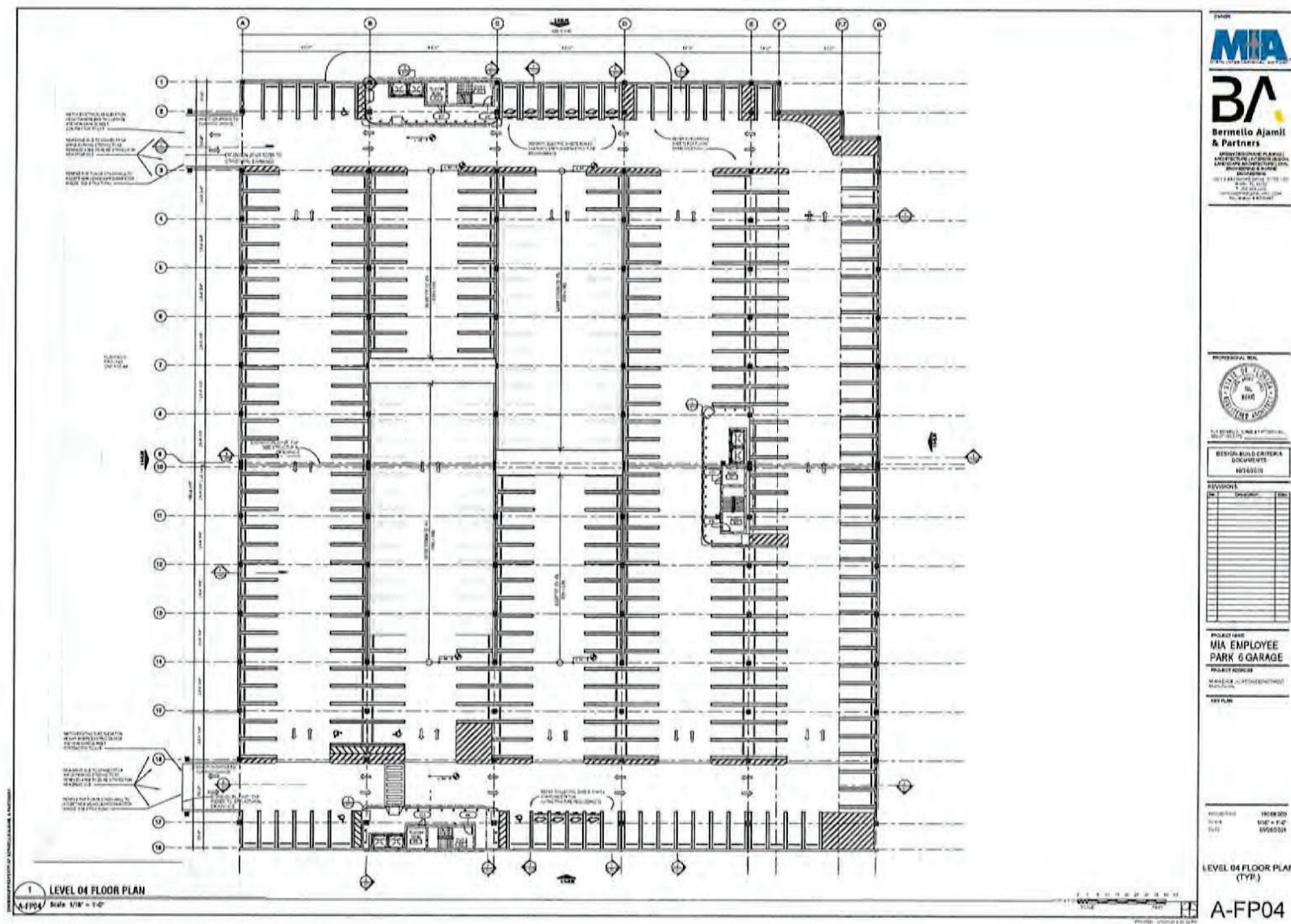
Exhibit A-1 Facilities



STEFANO A. MORINI / *Università di Bari*



Exhibit A-1 Facilites



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Exhibit A-1 Facilities

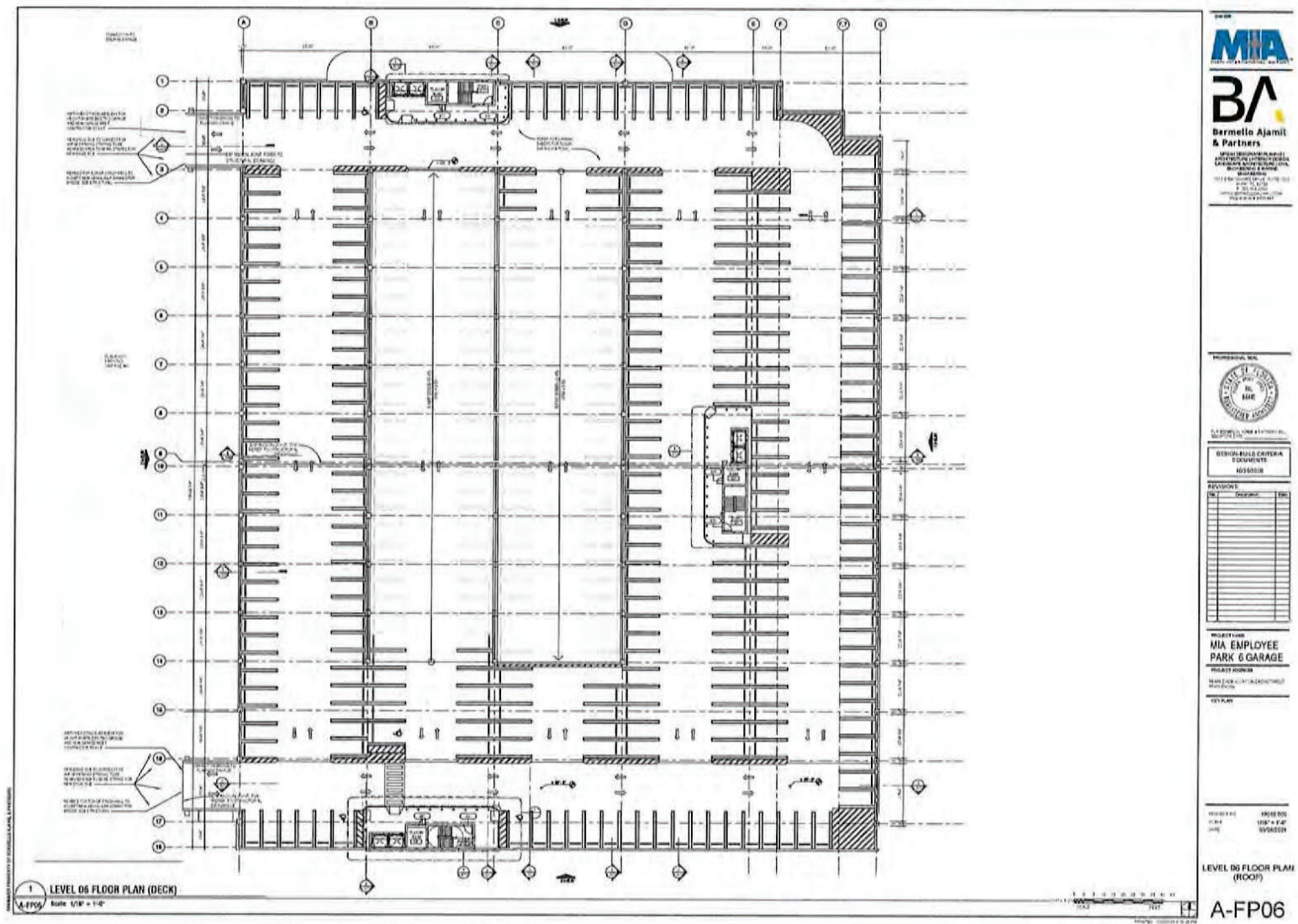


EXHIBIT A-2:
Inventory of Furniture, Fixtures and Equipment
Date Report Run: 03/06/2024

Asset ID	Serial ID	Tag Number	Asset Description	Asset Cost	Location	Acquisition Date	Comments	Physical Location
000000032207	N/A		GATE W/ARTICULATING ARM	3,590.58	1T31081A	3/30/2007	Not taggable, part of Central Collection Plaza	AIRPORT PARKING : PART OF CENTRAL PLAZA
000000032208	N/A		GATE W/ARTICULATING ARM	3,590.58	1T31081A	3/30/2007	Not taggable part of Central Collection Plaza	AIRPORT PARKING : PART OF CENTRAL PLAZA
000000032209	N/A		GATE W/ARTICULATING BOOM	610.66	1T31081A	3/30/2007	Not taggable, part of Central Collection Plaza	AIRPORT PARKING : PART OF CENTRAL PLAZA
000000025402	N/A	002927-B	SAFE 800FBR	1,344.72	1T31081A	4/1/1980		AIRPORT PARKING : INSIDE STORAGE
000000025403	363152528	003181-B	CENTRAL AIR CONDITIONER	1,503.61	1T31081A	5/1/1978	UPPER	AIRPORT PARKING : BY OFFICE OUTSIDE
000000025369	NKTS478827	10399	EVAPORATOR,FOR 7-1/2 AIR COND	1,700.00	1T31081A	4/1/1988	A/C ROOM (A/C UNIT)	AIRPORT PARKING : BY OFFICE OUTSIDE
000000059061	N/A	106903	STORAGE CABINET, BEIGE 72"	423.71	1T31081A	12/30/2020		AIRPORT PARKING : ADMIN. OFFICE
000000059062	N/A	106904	STORAGE CABINET, BEIGE 72"	423.71	1T31081A	12/30/2020		AIRPORT PARKING : ADMIN. OFFICE
000000059064	N/A	106905	PRINTER, HP P1102V	-	1T31081A	1/1/2020		AIRPORT PARKING : ADMIN. OFFICE
000000044364	1338MU0566	113611	RADIO, HANDHELD CP185	215.50	1T31081A	1/27/2012	WAS PREVIOUSLY TAGGED 76716	AIRPORT PARKING
000000044371	1338MU0968	113612	RADIO, HANDHELD CP185	215.50	1T31081A	1/27/2012	WAS PREVIOUSLY TAGGED 76723	AIRPORT PARKING
000000011699	N/A	19142	CABINET, FILE, LATERAL, 5-DRAW	627.00	1T31081A	10/27/1989	18 X 36 X 64.5	AIRPORT PARKING : OUTSIDE STORAGE CAGE
000000042556	N/A	19471	FILE CABINET	-	1T31081A	1/1/1995		AIRPORT PARKING : OUTSIDE STORAGE CAGE
000000042555	N/A	20162	FILE CABINET	-	1T31081A	1/1/1995		AIRPORT PARKING : ACCOUNTS RECEIVABLES
000000055405	N/A	20642	FILE CABINET, BEIGE 3 TIER	-	1T31081A	1/1/2018		AIRPORT PARKING : OUTSIDE STORAGE
000000006409		20647	CABINET, FILE, LATERAL,BEIGE,	366.64	1T31081A	4/26/1988		AIRPORT PARKING : OUTSIDE STORAGE CAGE
000000011662	N/A	20653	CABINET, FILE, LATERAL,BEIGE,	366.64	1T31081A	4/26/1988		AIRPORT PARKING : OUTSIDE STORAGE CAGE
000000011652	N/A	25389	CABINET	250.00	1T31081A	5/1/1997	MISSING TAG#	AIRPORT PARKING : RECEPTION DESK
000000004166	N/A	25393	FILE LAT RES HDWE	641.16	1T31081A	5/1/1994		AIRPORT PARKING : OUTSIDE STORAGE
000000004167		25394	FILE LAT RES HDWE	641.16	1T31081A	5/1/1994		AIRPORT PARKING : OUTSIDE STORAGE
000000011695	N/A	25593	AMERICAN SECURITY SAFE FS-1812	635.00	1T31081A	1/1/1985		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000010774		26014	FILE,LATERAL,5 DWR.	642.05	1T31081A	6/30/1993		AIRPORT PARKING : OUTSIDE STORAGE
000000030701	N/A	26223	CABINET	-	1T31081A	9/26/2006		AIRPORT PARKING : ACCOUNTS RECEIVABLES
000000005226	N/A	2751	DESK,SECRETARIAL, BEIGE, WALNU	504.00	1T31081A	12/1/1984		AIRPORT PARKING : CLERK'S OFFICE
000000005321	N/A	27630	DESK,W/GRAIN-WOOD-TOP	415.38	1T31081A	3/1/1987	DISPOSED OF TO GSA PER AIDA INTERIORS	AIRPORT PARKING : CLERK'S OFFICE
000000005227	N/A	2768	DESK,SECRETARIAL, BEIGE W/WALN	504.00	1T31081A	12/1/1984		AIRPORT PARKING : RECEPTION DESK
000000004196	N/A	33334	CABINET,3-DRAWER	565.10	1T31081A	3/25/1982		AIRPORT PARKING : OUTSIDE STORAGE
000000004199	N/A	33337	CABINET,3-DRAWER	565.10	1T31081A	3/25/1982		AIRPORT PARKING : CLERK'S OFFICE
000000004200	N/A	33338	CABINET,3-DRAWER	565.10	1T31081A	3/25/1982		AIRPORT PARKING : ACCOUNTS RECEIVALBES
000000010693		35109	CABINET,FILE,5 DWR.	498.00	1T31081A	4/28/1993		AIRPORT PARKING : OUTSIDE STORAGE
000000006811	N/A	44753	FILE CABINET	200.00	1T31081A	8/1/2002	PENDING MORE INFORMATION	AIRPORT PARKING : OUTSIDE STORAGE CAGE
000000021479	5Y01Y01	46489	COMPUTER,PENTIUM-III,DELL	1,028.00	1T31081A	11/1/2001		AIRPORT PARKING : CENTRAL PLAZA
000000029004	CNDC5304JT	59244	PRINTER, LASERJET	364.56	1T31081A	8/1/2005		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
000000042557	N/A	59961	MONITOR, IBM	325.00	1T31081A	6/22/2007		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000035711		65038	DESK, COMPLETE WORKSTATION	1,502.55	1T31081A	2/15/1998		AIRPORT PARKING : CARLOS SOTO OFFICE
000000041318	154434HE1V1BZF24	65272	MONITOR, L197 WIDE	205.81	1T31081A	4/26/2010		AIRPORT PARKING : RECEPTION DESK
000000041321	154434HE1V1BZF27	65275	MONITOR, L197 WIDE	205.81	1T31081A	4/26/2010		AIRPORT PARKING : CENTRAL COLLECTION PLAZA
000000055406	N/A	65405	SECURITY CAMERA	-	1T31081A	1/1/2018		AIRPORT PARKING : OFFICE BACK WALL
000000038315	4K5QQG1	68338	COMPUTER, DELL XPS 720	2,894.11	1T31081A	12/1/2008		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000038105	154434HE1V1B6374	68532	MONITOR, THINKVISION FLAT 19"	205.00	1T31081A	8/6/2008		AIRPORT PARKING : FLAMINGO GARAGE VALET
000000037755	0201080	68542	CASIO TK 3200 W/CASH DRAWER	801.43	1T31081A	7/23/2008		AIRPORT PARKING : TAXI LOT BOOTH
000000038563	7077PHG2C337	69199	MONITOR, LG FLATRON L1918S	325.00	1T31081A	1/1/2008		AIRPORT PARKING : ADMIN. OFFICE
000000038575	N/A	69209	PRINTER, HP LASERJET 1022	450.00	1T31081A	1/1/2008		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105
000000038588	N/A	69224	DESKTOP, DELL OPTIPLEX GX150	750.00	1T31081A	1/1/2008		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000040242	VN06950	70019	MONITOR, THINKVISION L2440P	300.00	1T31081A	10/30/2009		AIRPORT PARKING : ADMIN. OFFICE
000000040243	VN06826	70020	MONITOR, THINKVISION L2440P	300.00	1T31081A	10/30/2009		AIRPORT PARKING : ADMIN. OFFICE
000000040207	V1ZF807	70161	MONITOR, THINKVISION L197	135.00	1T31081A	9/22/2009		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
000000039618	810NDEZ6H164	70298	MONITOR, LG FLATRON	128.20	1T31081A	6/16/2009		AIRPORT PARKING : CLERK'S OFFICE
000000040364	V1VD991	70357	MONITOR, LCD THINKVISION	125.00	1T31081A	10/30/2009		AIRPORT PARKING : CLERK'S OFFICE
000000040416	V1VD938	70409	MONITOR, LCD THINKVISION	125.00	1T31081A	10/30/2009		AIRPORT PARKING : ACCOUNTS RECEIVABLES
000000044247	MUBRAHZ	73185	COMPUTER, THINKCENTRE M71E	645.00	1T31081A	2/1/2012		AIRPORT PARKING : ADMIN. OFFICE
000000044254	MUBXPYH	73192	COMPUTER, THINKCENTRE M71E	645.00	1T31081A	2/1/2012		AIRPORT PARKING : ADMIN. OFFICE
000000044966	79570MZ	73268	PRINTER, LEXMARK T650N	1,990.52	1T31081A	6/1/2012		AIRPORT PARKING : CLERK'S OFFICE
000000044971	79570KY	73273	PRINTER, LEXMARK T650N	1,990.52	1T31081A	6/1/2012		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
000000044330		73436	FAX, BROTHER INTELLIFAX 4100e	299.99	1T31081A	4/1/2011		AIRPORT PARKING : ADMIN. OFFICE
000000044483	MJCLXLM	73470	COMPUTER,THINKCENTRE 320Gb	645.00	1T31081A	2/14/2012		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000044332		74379	DESKTOP	75.00	1T31081A	4/2/2011		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
000000044331		74380	MONITOR	325.00	1T31081A	4/1/2011		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
Entered as zero cost because it is part of the								
000000044906	L11L040460	74661	MONITOR, ELO 17" TOUCHSCREEN	-	1T31081A	6/1/2012	acquisition cost for Tag#74662	AIRPORT PARKING : FLAMINGO GARAGE VALET
Includes the cost for Tag Numbers: 74661, 74663								
000000044921	J756HS1	74662	VALET POS WORKSTN, OPTIPLEX	2,800.00	1T31081A	6/1/2012	and 74668	AIRPORT PARKING : FLAMINGO GARAGE VALET
Includes the cost for Tag Numbers: 74667, 74666								
000000044922	J75BHS1	74665	VALET POS WORKSTN, OPTIPLEX	2,800.00	1T31081A	6/1/2012	and 74669	AIRPORT PARKING : DOLPHIN GARAGE VALET
Entered as zero cost because it is part of the								
000000044911	ADV131716	74668	CASH DRAWER, ADVANTAGE MMF	-	1T31081A	6/1/2012	acquisition cost for Tag#74662	AIRPORT PARKING : DOLPHIN GARAGE VALET
000000041475	V1MW697	74725	MONITOR, THINKVISION 19" LCD	240.75	1T31081A	9/28/2010		AIRPORT PARKING : CLERK'S OFFICE
000000042921	V6-M0862	74783	MONITOR, LENOVO THINKVISION	224.46	1T31081A	10/6/2010		AIRPORT PARKING : ADMIN OFFICE
000000041605	CNB9J90657	74928	PRINTER,HP LASERJET P2035	221.31	1T31081A	10/26/2010		AIRPORT PARKING : ADMIN. OFFICE
000000041279	1338LK7545	76578	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : ADMIN. OFFICE
000000041283	1338LK7517	76582	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING
000000041284	1338LFH155	76583	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : ADMIN. OFFICE
000000041286	1338LK7523	76585	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING
000000041288	1338LK7521	76587	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000041289	1338LK7532	76588	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING
000000041291	1338LK7524	76590	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000041292	1338LK7542	76591	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000041293	1338LK7518	76592	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105
000000041294	1338LK7536	76593	RADIO, PORTABLE MOTOROLA CP185	267.25	1T31081A	7/12/2010	WAS RETURNED TO APA AFTER 5 YEARS	AIRPORT PARKING
000000041295	1338LK7549	76594	RADIO, PORTABLE MOTOROLA CP185	267.21	1T31081A	7/12/2010		AIRPORT PARKING
000000044902	2511451674	77105	SCANNER, ORBIT RS232 (WHITE)	480.00	1T31081A	6/1/2012		AIRPORT PARKING : FLAMINGO GARAGE VALET
000000044904	2512020210	77106	SCANNER, ORBIT USB (BLACK)	480.00	1T31081A	6/1/2012		AIRPORT PARKING : FLAMINGO GARAGE VALET
000000044923	D7DCHS1	77107	SERVER, DELL POWEREDGE R410	6,394.00	1T31081A	6/1/2012	Includes the cost for Tag Number: 74664	AIRPORT PARKING : CENTRAL COLLECTION PLAZA SERVER ROOM
000000044903	2511451690	77108	SCANNER, ORBIT RS232 (WHITE)	480.00	1T31081A	6/1/2012		AIRPORT PARKING : DOLPHIN GARAGE VALET
000000044905	2512023293	77109	SCANNER, ORBIT USB (BLACK)	480.00	1T31081A	6/1/2012		AIRPORT PARKING : DOLPHIN GARAGE VALET
000000046749	1338PG0971	77629	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046750	1338PG0978	77630	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046751	1338PG0965	77631	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046756	1338PG0966	77636	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046757	1338PG0972	77637	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046758	1338PG0976	77638	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046759	1338PG0968	77639	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046760	1338PG0964	77640	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046761	1338PG0974	77641	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046762	1338PG0970	77642	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046764	1338PG0951	77644	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046765	1338PG0988	77645	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046769	1338PG0702	77649	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046770	1338PG0671	77650	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046773	1338PG1733	77653	RADIO, MOTOROLA CP-185 HANDHEL	189.96	1T31081A	6/6/2013		AIRPORT PARKING :
000000046677	1338PD5283	77687	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : ADMIN. OFFICE
000000046678	1338PD5278	77688	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000046679	1338PD5256	77689	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104

EXHIBIT A-2:

Inventory of Furniture, Fixtures and Equipment
Date Report Run: 03/06/2024

Asset ID	Serial ID	Tag Number	Asset Description	Asset Cost	Location	Acquisition Date	Comments	Physical Location
000000046680	1338PD5964	77690	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING :
000000046681	1338PD5969	77691	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000046684	1338PD5951	77694	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING :
000000046686	1338PD5205	77696	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING :
000000046687	1338PD5258	77697	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000046688	1338PD5259	77698	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000046689	1338PD5268	77699	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
000000046690	1338PD5260	77700	RADIO, MOTOROLA CP185 HEAVY DU	198.96	1T31081A	8/1/2013		AIRPORT PARKING :
000000045667		78108	DESKTOP, LENOVO M71e	529.57	1T31081A	8/3/2012		AIRPORT PARKING : CLERK'S OFFICE
000000045669	ZVC4HHL C605695H	78109	MONITOR, SAMSUNG SYNCMASTER	139.09	1T31081A	8/3/2012		AIRPORT PARKING : CLERK'S OFFICE
000000042509		78388	BIOMETRIC TIME CLOCK w/MAINT	3,071.00	1T31081A	1/26/2011		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BACK SECTION
WORK ORDER TASK # : Y100291996-002								
000000047008	MJ78N1K	78513	DESKTOP, LENOVO THINKSTATION	875.00	1T31081A	9/9/2013	REMEDY # WO0000000011826	AIRPORT PARKING : ADMIN OFFICE
000000055408	N/A	78563	DESKTOP, DELL	-	1T31081A	1/1/2018		AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE
000000010545		7922	FILE,LATERAL,5 DWR.	642.05	1T31081A	4/28/1993		AIRPORT PARKING : OUTSIDE STORAGE
000000046872	MJ006HRV	79645	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : CLERK'S OFFICE
000000046897	MJ006HRS	79670	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : ACCOUNTS RECEIVABLES
000000046914	MJ006HQ0	79687	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : ADMIN. OFFICE
000000046923	MJ006HQ7	79696	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : CLERK'S OFFICE
000000046930	MJ006HPZ	79703	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : CENTRAL COLLECTION PLAZA
000000046940	MJ006HS0	79713	DESKTOP, LENOVO THINKSTATION	815.00	1T31081A	1/17/2014		AIRPORT PARKING : CLERK'S OFFICE
WORK ORDER TASK # : Y100320653002								
PO NUMBER: POET1401321								
000000047649	2ZMMK02	81280	DESKTOP,DELL OPTIPLEX 9020	821.31	1T31081A	6/27/2014	VENDOR ID: 36394900	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 106
WORK ORDER TASK # : Y100320653002								
PO NUMBER: POET1401321								
000000047656	306LK02	81287	DESKTOP,DELL OPTIPLEX 9020	821.31	1T31081A	6/27/2014	VENDOR ID: 36394900	AIRPORT PARKING : ACCOUNTS RECEIVABLES
WORK ORDER TASK # : Y100320653002								
PO NUMBER: POET1401321								
000000047674	2YSMK02	81305	DESKTOP,DELL OPTIPLEX 9020	821.31	1T31081A	6/27/2014	VENDOR ID: 36394900	AIRPORT PARKING : CENTRAL COLLECTION PLAZA ACS CONDUIT OFFICE
WORK ORDER TASK # : Y100320653002								
PO NUMBER: POET1401321								
000000047700	2ZJQK02	81331	DESKTOP,DELL OPTIPLEX 9020	821.31	1T31081A	6/27/2014	VENDOR ID: 36394900	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
WORK ORDER TASK # : Y100320653002								
PO NUMBER: POET1401321								
000000047723	2ZRLK02	81354	DESKTOP,DELL OPTIPLEX 9020	821.31	1T31081A	6/27/2014	VENDOR ID: 36394900	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
ITD - WORK ORDER : Y100324204-002								
REMEDY # : WO0000000036816								
000000047503	CN86G2Q8YG	81372	PRINTER, HP LASERJET COLOR PRO	298.00	1T31081A	6/11/2014		AIRPORT PARKING : RECEPTION DESK
000000048925	A01-G01-ERWD-104305	82100	MONITOR LCD 22" SUNTRONIC DISP	1,749.20	1T31081A	5/5/2015		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 12
000000050937	SU2200HDLA01H05-6CS	82794	MONITOR LCD 22" SUNTRONIC DISP	1,742.95	1T31081A	7/13/2016		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 9
000000050939	SU2200HDLA01H05-7YVB	82796	MONITOR, 22" LCD DISPLAY	1,742.95	1T31081A	7/13/2016		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 10
000000050940	SU2200HDLA01H05-UWR	82797	MONITOR LCD 22" SUNTRONIC DISP	1,742.95	1T31081A	7/13/2016		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 1
000000050292	CN0Y8CFP7426161R74W	87349	MONITOR, DELL 24"	241.79	1T31081A	3/23/2016	PURCHASED BY MIGUEL BRITO	AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 105
000000050475		87350	IPOD, w/VALET APP LIC	870.00	1T31081A	11/20/2015		AIRPORT PARKING : CENTRAL COLLECTION PLAZA OFFICE 104
000000050472		87547	IPOD, w/VALET APP LIC	870.00	1T31081A	11/20/2015		AIRPORT PARKING : DOLPHIN GARAGE VALET
000000050473		87548	IPOD, w/VALET APP LIC	870.00	1T31081A	11/20/2015		AIRPORT PARKING : DOLPHIN GARAGE VALET
000000050474		87549	IPOD, w/VALET APP LIC	870.00	1T31081A	11/20/2015		AIRPORT PARKING : FLAMINGO GARAGE VALET
000000056879	2UA8331JYC	92440	DESKTOP, HP Z240	1,113.56	1T31081A	10/1/2019		AIRPORT PARKING : CENTRAL COLLECTION PLAZA
000000056883	2UA8331JXP	92444	DESKTOP, HP Z240	1,113.56	1T31081A	10/1/2019		AIRPORT PARKING : CENTRAL COLLECTION PLAZA
000000056890	2UA8331JXY	92451	DESKTOP, HP Z240	1,113.56	1T31081A	10/1/2019		AIRPORT PARKING : CENTRAL COLLECTION PLAZA
000000056657	PHBHK93147	92960	PRINTER, HP LASER PRO M402N	168.46	1T31081A	7/12/2019		AIRPORT PARKING : ADMIN. OFFICE
000000056674	PHBHK93137	92977	PRINTER, HP LASER PRO M402N	168.46	1T31081A	7/12/2019		AIRPORT PARKING : ADMIN. OFFICE
000000054699	SU200LMMARCH18Q004	93212	MONITOR LCD 22" SUNTRONIC DISP	1,508.20	1T31081A	5/30/2018		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 7
000000054700	SU200LMMARCH18Q001	93213	MONITOR LCD 22" SUNTRONIC DISP	1,508.20	1T31081A	5/30/2018		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 6
000000054701	SU200LMMARCH18Q003	93214	MONITOR LCD 22" SUNTRONIC DISP	1,508.20	1T31081A	5/30/2018		AIRPORT PARKING : BOOTH 11
000000054702	SU200LMMARCH18Q002	93215	MONITOR LCD 22" SUNTRONIC DISP	1,508.20	1T31081A	5/30/2018		AIRPORT PARKING : CENTRAL COLLECTION PLAZA BOOTH 3
000000044910	FM11A48466	94405	RECIEPT PRINTER, POSX XRS520	-	1T31081A	6/1/2012	WAS PREVIOUSLY TAGGED 74666	UNACCOUNTED FOR
000000062814	1FTFW1CD7PFC19669	DC-11427A	2023 F-150 CREW CAB	39,542.00	1C30401C	1/4/2024		
000000057320	1FTFX1CB4LF855463	DC-8508A	2020 FORD F-150 TRUCK	22,079.80	1T31081A	5/28/2020		AIRPORT PARKING :
Total Cost of Assets				\$ 158,227.89				
Total Number of Assets				146				

EXHIBIT B
ACCOUNTING AND INTERNAL CONTROL PROCEDURES

REVENUES

Management shall be required to maintain procedures and controls called for in their procedures manuals, including but not limited to the following:

- Cash Handling Procedures
- Sales Accounting Procedures
- Check Control Procedures

Specific controls and procedures which must be continually maintained are summarized below:

- Each point of sale shall have electronic cash registers which enable sales to be classified by cashier shift, and which accumulate item counts for each individual cashier. All sales must be registered, and register sales accumulators must never be reset.
- Management is required to maintain a contingency procedure, in the event that the electronic P.O.S. devices are for any reason inoperable.
- Point-of-sale cashiers must sign for change funds received at time of issuance. Cashier deposits shall be witnessed by the Shift Supervisor.
- Register readings shall be taken Shift Supervisors who verify register tapes to total deposits. Register readings shall not be taken by cashiers. Register readings shall be taken at the beginning and end of each cashier's shift.
- Cashiers shall summarize their deposits on Cashier Shift Reports, included with their daily deposits. Cashier change funds shall be counted and reconciled on a cashier shift basis. Cashier sales deposits shall also be counted and compared to Cashier Shift Reports on a cashier shift basis.
- Shift supervisors shall prepare a daily summary compiling all revenue reported in the Cashier Shift Reports for all shifts.
- Accounting/audit staff shall perform a daily reconciliation between the individual daily Cashier Shift Reports, Supervisors Daily Summary for all shifts, and amounts captured by the Parking Revenue Control System. Any adjustments such as overrings/underrings, revenue overages, revenue underages, manual transactions, insufficient funds transactions, etc., shall be investigated and reported in a final Daily Cash Summary Report validated by internal Accounting/Audit personnel.

- Cashier sales deposits shall be summarized on a Daily Sales Report and deposited intact into a Department designated Depository. No paid-outs shall be made from sales deposits for any reason.
- Accounting department personnel shall audit revenues generated by each cashier and point of sale. Audit procedures shall include, but not necessarily be limited to the following:
 - Reconciliation of register tapes and readings with actual sales deposits and receivables.
 - Review of over and under rings registered for propriety.
 - Verification that the last transaction number of a prior shift and the first transaction number of a succeeding shift are consecutive.
 - Verification that closing readings of perpetual accumulators agree with the opening reading of the accumulators of a succeeding shift.
- Sales taxes and net revenues shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by appropriate calculations for each cashier and point of sale. Cash overages and shortages shall be isolated by cashier and point of sale. Credit Card commissions shall be reflected on the Daily Revenue Report, with receivables reflected net of any commissions.
- Revenues, receivables, commissions, cash deposits and tips shall be summarized by unit and accumulated for daily on the Daily Revenue Summary. Cash overages and shortages shall be summarized and reported daily to management on the Cashier over and short report.
- Accounting department employees shall perform surprise audits of cash register receipts, including counting of cash and verification with register subtotals. Approximately five cashiers shall be audited each day, and all cashiers shall be audited at least once per week. Results of surprise register audits shall be reported daily to Management in the Cash Register Auditor's Report.
- Travelers and personal checks (only U.S.) shall be accepted upon verification of identification such as passport or driver's license which shall be documented on face of check.

PURCHASING, RECEIVING AND STORAGE ISSUING

Management shall be required to maintain procedures and controls reflected in their procedures manuals, including but not limited to the following:

- Physical Inventory Procedures
- Accounts Payable System

- Internal Control Procedures

Specific controls and procedures which must be continuously maintained as summarized below:

- Responsibilities for purchasing, receiving and storage shall be segregated to at least three separate employees.
- Specifications for all major products used in operations shall be maintained in the purchasing department.
- Competitive bids shall be performed for all purchases in excess of \$1,000. Purchase orders, or some other method will be used to document authorized order quantities, prices and delivery dates for all purchases.
- Vendor price lists shall be maintained in the purchasing department, and updated monthly to reflect vendor price changes
- All merchandise received shall be verified by counting or weighing as appropriate. Prices, quantities and product specifications shall be compared with purchase orders or other document authorizing the purchases. Said purchase authorization shall be attached to corresponding invoices. All extensions and addition reflected on invoices shall be verified. Said verification procedures shall be evidenced by signature and date of the receiving clerk.
- All invoices for merchandise receipts shall be recorded in receiving logs maintained in the receiving department, including date received, vendor name, total invoice value, and merchandise value by category. Periodically, but not less than monthly , receiving log totals shall be reconciled with corresponding total on the Daily Summaries of Invoices and forwarded to the Department. All invoices shall be stamped when received.
- All invoices processed for payment shall bear signature of Management as authorization for payment, acknowledgement of accuracy and cost incurrence, and approval of quantities, prices and specifications.
- All merchandise shall be stored in secured locations, the keys to which shall be controlled and logged by the Manager.

PAYROLL

Management shall be required to maintain procedures and controls, including but not limited to those called for in their procedures manuals. Specific procedures and controls which shall be continuously maintained are summarized below:

- Time keeping system shall be used to record hours worked for all hourly employees. Time clocks shall be used to record start and finish times for such employees, including start and finish for lunch periods.

- On a regular basis, unit supervisors shall calculate hours worked and note their initials in approval of time clock postings for all employees under their supervision.
- Accounting department personnel shall perform audits of time reports of various unit supervisors. Audit procedures shall include, but not necessarily be limited to:
 - Verification of computation of hours worked base on time-clock postings.
 - Verification of supervisory approvals.
 - Comparison of prescribed employee schedules with time cards to ensure that postings do not exist for employees off-duty.
- Each week, unit supervisors shall tabulate hours worked, designating the shift number and job function. Multiple designations of hours worked shall be made where employees worked in more than one shift or function during the week.
- Each week, unit supervisors shall prepare and sign input sheets based on time cards.
- Unit supervisors shall provide Management explanations in writing justifying any overtime hours worked by employees under their supervision.
- Personnel files shall be kept on premises, and shall contain evidence of the following information:
 - Management approval for hiring
 - Management approval of wage rate
 - Employee designation of withholding status.
 - Employee authorization for voluntary withholdings.
- All changes in employment status, including hiring, terminations, promotions, wage of salary changes, shall be documented on Personnel Action Forms, and approved by Management.
- Paychecks shall be distributed by an employee not involved in preparation of approval of Personnel Action Forms, and not involved in payroll input preparation or approval. All employees shall sign a staffing roster adjacent to their name in recognition of receipt of their paycheck, except in cases of direct deposit.

GENERAL

Management shall continually apply the following procedures and controls for bank account and other areas.

- All unissued checks for all bank accounts shall be secured. Checks shall be used in numerical sequence, and said sequence shall be accounted for. Signing of blank checks shall be forbidden.
- All bank accounts shall be reconciled to the Operating Account balance on a monthly basis by an employee independent of bank deposit preparation, check disbursements, and check signing. Copy of reconciliation to be forwarded to the Department.

- Responsibility for cash funds shall be vested in specific persons of authority, who shall be adequately bonded.
- Management shall maintain adequate insurance coverage, including workmen's compensation insurance, general liability insurance, and any other type of insurance required.
- Access to all premises under Management control shall be locked when not in use.

FIELD RECONCILIATION FORM

MDC121

Exhibit C-2

DAILY CASH SUMMARY	
DAY OF DEPOSIT: _____	PREPARED BY: _____
DATE OF DEPOSIT: _____	REVIEWING MANAGER: _____
	DATE SUBMITTED: _____

[illegible][illegible][illegible]

	UNSTAFFED	UNSTAFFED	UNSTAFFED	UNSTAFFED
COMBINED TICKETS COLLECTED:	0	0	0	0
LONG TERM TICKETS COLLECTED:	0	0	0	0
% UNSTAFFED TICKETS COLLECTED:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL LONG TERM CARD TRANS:	0	0	0	0
%UNSTAFFED LONG TERM TRANS:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Lane: _____
Shift: _____
Cashier No. _____

SUPERVISOR COMMENTS
OVER/SHORT/DISCREPENCIES

Journal Total:	
Overring (-)	
Underring (+)	
Manual (+)	
Telecheck (-)	
Credit card total (-)	
Total (A)	

Skim amount	\$	\$	\$
Skim amount	\$	\$	\$
Office Cash			
Total deposit (B)			

Overage	
Shortage	

[illegible]

Tag #	
Valet use Only	Ending ticket # _____ Beginning ticket # _____ Total issued _____

Reviewed by:

LIST EVERY TICKET YOU COLLECTED WHEN THE AMOUNT YOU COLLECTED IS DIFFERENT FROM THE AMOUNT ON THE DISPLAY. EXPLAIN:

TRANSACTION No.	TIME OUT	TIME OUT	AMOUNT COL. + COL 1	AMOUNT ON DISPLAY - COL 2	EXPLANATION

CASHIER PICK UP 1				CASHIER PICK UP 2				CASHIER PICK UP 3			
BANK		TIME		BANK		TIME		BANK		TIME	
	100		XX		100		XX		100		XX
	50		XX		50		XX		50		XX
	20		XX		20		XX		20		XX
	10		XX		10		XX		10		XX
	5		XX		5		XX		5		XX
	1		XX		1		XX		1		XX
TOTAL				TOTAL				TOTAL			
CASHIER SIGNATURE				CASHIER SIGNATURE				CASHIER SIGNATURE			
X				X				X			
RECEIVED				RECEIVED				RECEIVED			
XX				XX				XX			
SUPERVISOR SIGNATURE				SUPERVISOR SIGNATURE				SUPERVISOR SIGNATURE			
X				X				X			
CASHIER PICK UP 4				CASHIER PICK UP 5				CASHIER PICK UP 6			
BANK		TIME		BANK		TIME		BANK		TIME	
	100		XX		100		XX		100		XX
	50		XX		50		XX		50		XX
	20		XX		20		XX		20		XX
	10		XX		10		XX		10		XX
	5		XX		5		XX		5		XX
	1		XX		1		XX		1		XX
TOTAL				TOTAL				TOTAL			
CASHIER SIGNATURE				CASHIER SIGNATURE				CASHIER SIGNATURE			
X				X				X			
RECEIVED				RECEIVED				RECEIVED			
XX				XX				XX			
SUPERVISOR SIGNATURE				SUPERVISOR SIGNATURE				SUPERVISOR SIGNATURE			
X				X				X			

SUPERVISOR SIGNATURE		
X		
CASHIER OFFICE CASH		
(Cashier Only) Supervisor do not alter		
BANK		TIME
	100	XX
	50	XX
	20	XX
	10	XX
	5	XX
	1	XX
COINS		
SUB-TOTAL		
CHECKS		
CASHIER SIGNATURE		

ADDITIONAL PICK-UP	AMOUNT RECEIVED	CASHIER SIGNATURE	SUPERVISOR SIGNATURE	SUPERVISOR INITIAL
1 \$.				
2 \$.				
3 \$.				
4 \$.				
5 \$.				
6 \$.				
7 \$.				
8 \$.				

(Office Use only)	
CREDIT CARD (Journal)	
CREDIT CARD (Manual)	
SKIM	
GRAND TOTAL	
OVERINGS	
UNDERINGS	
OVER/SHORT	

TICKETS RECEIVED

YES

NO

INITIALS:

TOTAL

\$.

BOOTH 19 A or B
CIRCLE ONE

CLOSING SUPERVISOR: _____ AUDIT CLERK: _____ MANAGER: _____

MANUAL TICKETS	
TAXI #	TIME

MANUAL TICKETS	
TAXI #	TIME

CASH PICK UP 1	
	X \$10
	X \$5
	X \$1
COINS	
TOTAL	
Cashier Signature	
Supervisor Signature	

CASH PICK UP 2	
	X \$10
	X \$5
	X \$1
COINS	
TOTAL	
Cashier Signature	
Supervisor Signature	

CASH PICK UP 3	
	X \$10
	X \$5
	X \$1
COINS	
TOTAL	
Cashier Signature	
Supervisor Signature	

CLOSING CASH	
	X \$10
	X \$5
	X \$1
COINS	
TOTAL	
Cashier Signature	
Supervisor Signature	

Exhibit D

DAILY SALES SUMMARY

PREPARED BY:

REVIEWING MANAGER:

DATE SUBMITTED:

DAY OF DEPOSIT:

DATE OF DEPOSIT:

TICKETS		VALET				CASH				TOTAL		SUF.
M/COLL.	POF	DOLPHIN	FLAMINGO			M/COLL.	POF	DOLPHIN	FLAMINGO	TAXI	AMOUNT	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	
0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	

CREDIT CARDS		CREDIT CARDS		CREDIT CARDS		CREDIT CARDS		CREDIT CARDS		CREDIT CARDS		CREDIT CARDS	
PREPAID PARKING		NU-WAY TOWING		ACC. RECEIVABLES		CENTRAL PLAZA		VALET DOLPHIN		VALET FLAMINGO		ECONOMIC	
VISA	\$0.00	VISA	\$0.00	VISA	\$0.00	VISA	\$0.00	VISA	\$0.00	VISA	\$0.00	VISA	\$0.00
M/C	\$0.00	M/C	\$0.00	M/C	\$0.00	M/C	\$0.00	M/C	\$0.00	M/C	\$0.00	M/C	\$0.00
AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00	AMEX	\$0.00
DISCOVER	\$0.00	DISCOVER	\$0.00	DISCOVER	\$0.00	DISCOVER	\$0.00	DISCOVER	\$0.00	DISCOVER	\$0.00	DISCOVER	\$0.00
DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00	DINERS	\$0.00
ALL CC	\$0.00	ALL CC	\$0.00	ALL CC	\$0.00	ALL CC	\$0.00	ALL CC	\$0.00	ALL CC	\$0.00	ALL CC	\$0.00
TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00	TOTAL	\$0.00

CENTRAL PLAZA		VALET PARKING		VALET PARKING		TAXI		ECONOMY PARKING		MOTOR PARKING		TOTAL	
CASH		CASH		CASH		CASH		CASH		CASH		CASH	
CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00	CASH	\$0.00
CREDIT	\$0.00	CREDIT	\$0.00	CREDIT	\$0.00	CREDIT	\$0.00	CREDIT	\$0.00	CREDIT	\$0.00	CREDIT	\$0.00
TELECK	\$0.00	TELECK	\$0.00	TELECK	\$0.00	TELECK	\$0.00	TELECK	\$0.00	TELECK	\$0.00	TELECK	\$0.00
TOTAL R.	\$0.00	TOTAL R.	\$0.00	TOTAL R.	\$0.00	TOTAL R.	\$0.00	TOTAL R.	\$0.00	TOTAL R.	\$0.00	TOTAL R.	\$0.00

TAXI REVENUE AND TRANSACTIONS		TRANS.		AMOUNT	
SHIFT	BAG #	TRANS.	AMOUNT	SHIFT	AMOUNT
T-1	0	0	\$0.00	I	\$0.00
T-2	0	0	\$0.00	II	\$0.00
T-3	0	0	\$0.00	III	\$0.00
T-4	0	0	\$0.00	IV	\$0.00
TOTAL	0	0	\$0.00		\$0.00

TAXI OVER / SHORT: \$0.00

CASH RECONCILIATION		CHECKS		TOTAL	
SHIFT	CASH	CHECKS	TOTAL	SHIFT	TOTAL
I	\$0.00	\$0.00	\$0.00	I	\$0.00
II	\$0.00	\$0.00	\$0.00	II	\$0.00
III	\$0.00	\$0.00	\$0.00	III	\$0.00
IV	\$10.00	\$0.00	\$0.00	IV	\$0.00

OVER / SHORT: \$0.00

GRAND TOTAL RECAP		TOTAL	
SHIFT DEPOSIT TOTAL	\$0.00	SHIFT DEPOSIT TOTAL	\$0.00
ACCTS. REC.	\$0.00	ACCTS. REC.	\$0.00
PREPAID PARKING	\$0.00	PREPAID PARKING	\$0.00
NU-WAY TOWING	\$0.00	NU-WAY TOWING	\$0.00
TELECHECKS	\$0.00	TELECHECKS	\$0.00
MISC. DEPOSITS	\$0.00	MISC. DEPOSITS	\$0.00
TOTAL CASH/CHECKS	\$0.00	TOTAL CASH/CHECKS	\$0.00
CREDIT CARD SALES	\$0.00	CREDIT CARD SALES	\$0.00
NU-WAY TOWING C/C	\$0.00	NU-WAY TOWING C/C	\$0.00
PREPAID PARKING C/C	\$0.00	PREPAID PARKING C/C	\$0.00
ACCOUNTS REC. C/C	\$0.00	ACCOUNTS REC. C/C	\$0.00
TOTAL CREDIT CARDS	\$0.00	TOTAL CREDIT CARDS	\$0.00
SUNPASS	\$0.00	SUNPASS	\$0.00
GRAND TOTAL	\$0.00	GRAND TOTAL	\$0.00

TOTAL TICKETS PAID IN CASH: 0
TOTAL CREDIT CARD TRANS PLAZA: 0
TOTAL CREDIT CARD VALET DOLPHIN: 0
TOTAL CREDIT CARD VALET FLAMINGO: 0
TOTAL CREDIT CARD ECONOMIC PARKING: 0
TOTAL CREDIT CARD MOTOR PARKING: 0
TOTAL CREDIT CARD TAXI: 0
TOTAL CREDIT CARD TRANS: 0
SUNPASS TRANSACTIONS: 0
TOTAL TRANSACTIONS: 0

Approved by:

EXHIBIT F

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

and

Tenant Airport Construction Reimbursable Procedures (TAC-R)

(LINK)

[**http://www.miami-airport.com/resources.asp**](http://www.miami-airport.com/resources.asp)

**MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
REIMBURSABLE OPERATING COSTS
OPERATION OF PUBLIC PARKING FACILITIES**

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

- Payroll and Related Expenses/Employee Benefits
- Operating Expenses

Each of the cost categories are defined in detail by MDAD. These cost categories are not necessarily all inclusive.

PAYROLL AND RELATED EXPENSES

Reimbursable 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 the Facilities.

Salaries and Wages:

- Administration (To include the General Manager)
- Staff

Payroll Taxes:

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

EMPLOYEE BENEFITS:

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

Holidays:

Full-time Hourly employees who have completed their probationary period of employment will receive ten (10) paid holidays during the first (1st) year of employment provided that they have worked on their last scheduled work day prior to the holiday and the first (1st) scheduled workday after the holiday. Part-time employees shall receive a pro-rate portion of the holiday pay.

Ten paid Holidays per year as follows:

- | | |
|----------------------------------|-----------------------------|
| 1) New Year's Day | 6) Thanksgiving Day |
| 2) Martin Luther King's Birthday | 7) Christmas Day |
| 3) Memorial Day | 8) Anniversary Date of Hire |
| 4) Independence Day | 9) Floating Holiday |
| 5) Labor Day | 10) Juneteenth |

Salaried employees shall receive the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1) New Year's Day | 6) Labor Day |
| 2) Martin Luther King's Birthday | 7) Veterans Day |
| 3) President's Day | 8) Thanksgiving Day |
| 4) Memorial Day | 9) Christmas Day |
| 5) Independence Day | 10) Floating Holiday |
| | 11) Juneteenth |

Vacation:

Vacation with pay shall be earned as follows:

- After 1 full year of continuous service 5 days (40 Hours)
- After 3 full years of continuous service 10 days (80 Hours)
- After 7 full years of continuous service 15 days (120 Hours)
- After 15 full years of continuous services 20 days (160 Hours)

Sick leave:

Full-time employees are eligible to accrue one (1) sick day every two months after the initial 90-day probationary period and are not to exceed fifteen (15) days at any given time. Employees will not be paid for days not used. Salaried employees are eligible to accrue a maximum of six (6) paid sick days per year (Non-cumulative).

Bereavement leave:

Employees are eligible for up to three (3) days paid leave due to the death of an immediate family member. Immediate family member is defined as spouse, parent, son, daughter, brother, sister, grandparent, stepbrother, stepsister. Employees will not receive Bereavement Leave benefits for a funeral they did not attend. All eligible employees must notify their manager about the applicable details in any given case.

Life Insurance:

Basic plan costs for full-time employees initial 90-day probationary.

Ancillary Benefits for General Manager:

Management contributions for short-term disability, long-term disability, vision, dental, and additional life insurance beyond the basic plan for the General Manager.

401K Retirement Plan Contributions:

Management contribution to employee 401K plans, after employee has completed one year of service or 1,000 hours. Employee years of service or hours completed under previous contract, RFP-00808, count towards this requirement.

OPERATING EXPENSES

- | | |
|---|--|
| • Annual Audit Fees (Fees are paid by the County, but allocated to the Budget of the Selected Proposer) | • Equipment Rental |
| • Performance Bond | • Paper Goods |
| • Outside Contractual Services (Ex: Armored Car Services, PARCS Maintenance Costs, etc.) | • Parts and Supplies |
| • Data Processing (Payroll) | • Cleaning Supplies |
| • Utilities | • Other Minor Equipment- Less than \$3,000 |
| • Telephone | • Miscellaneous Other Operating Supplies |
| • General Liability Insurance | • Florida Sales Tax |
| • Automobile Liability Insurance | • Fidelity Bond |
| • Garage Keepers Legal Liability Insurance | |
| • Credit Card Service Charges | |
| • Postage | |
| • License & Permit Fees | |
| • Employment Related Examinations (if required by Department) | |
| • Employment Classified Advertisement | |
| • Employee Parking Expense | |
| • Employee Training | |
| • Employee Uniforms | |
| • Office Supplies | |
| • Paper (Copier/Printer) | |

DATE:

MDC132

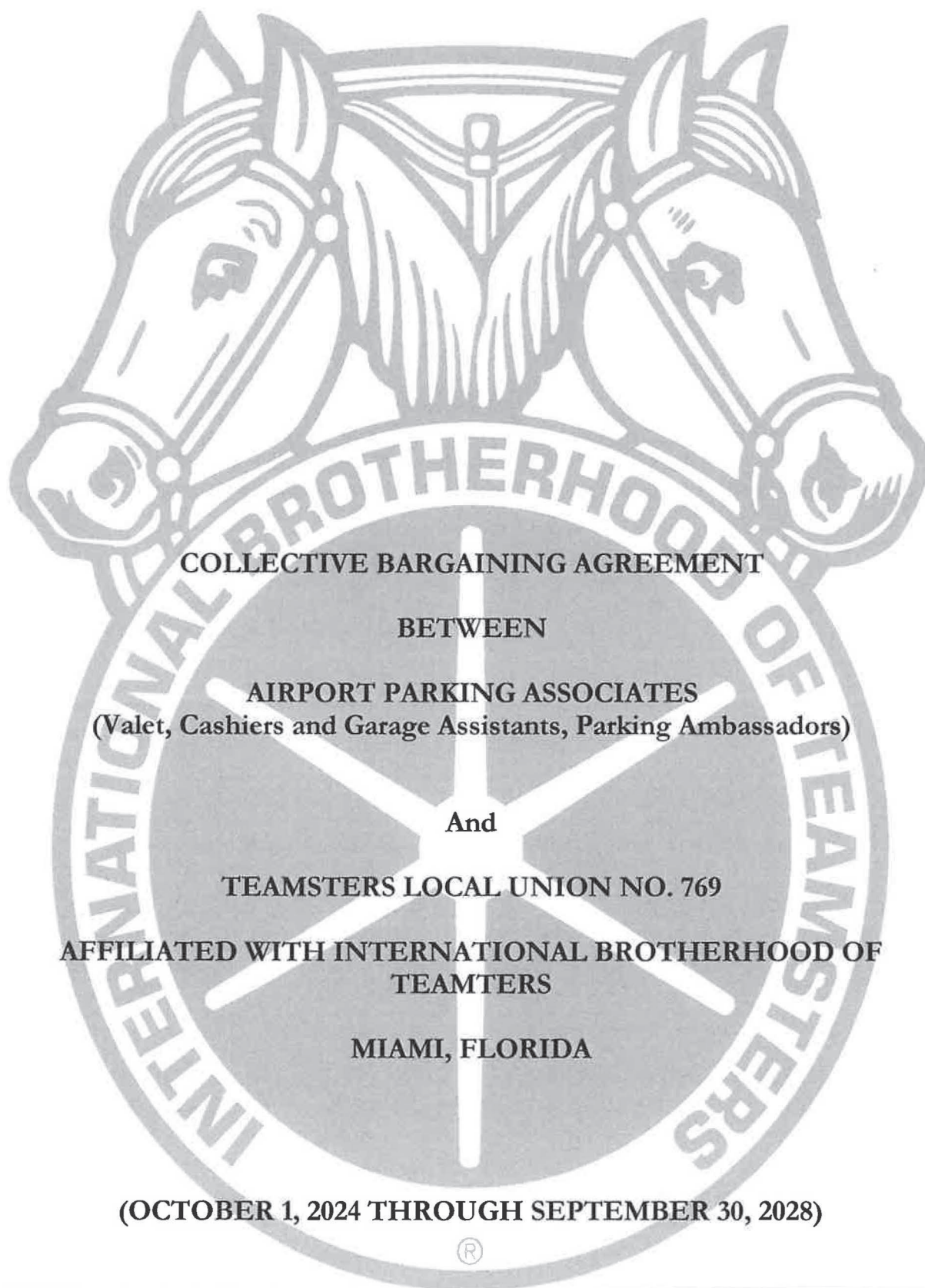
Name 3

MANAGEMENT CERTIFIES THAT VENDORS LISTED ON THIS REPLENISHMENT HAVE BEEN ADVISED TO REGISTER WITH MIAMI-DADE COUNTY ***
<https://www.miamidade.gov/Vendor/NewVendor/EmailIntent>

EXHIBIT I

FY 2025/2026		PROPOSED MANAGEMENT - PARKING ADMINISTRATION 12-MONTH BUDGET - Fiscal Year 2026												Total	
		Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26		
		\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
Gross Revenues		\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%
Sales tax		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
NET REVENUES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EMPLOYEE REGULAR		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SICK PAY		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
HOLIDAY PAY		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EMPLOYEE OVERTIME OT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SOCIAL SECURITY		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
GROUP HEALTH INSURANCE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
WORKER'S COMPENSATION INSURANCE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
RETIREMENT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
GROUP LIFE INSURANCE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER FRINGE BENEFITS		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
UNEMPLOYMENT INSURANCE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TOTAL PAYROLL		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EXTERNAL ANNUAL AUDIT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER PROFESSIONAL SERVICES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
BANK CHARGES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
CREDIT CARD SERVICE CHARGES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
WATER & SEWER SERVICE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
ARMORED CAR SERVICE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EXTERRINATOR SERV		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
JANITORIAL SERVICES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
BOTTLED WATER & CHILLED WATER		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER OUTSIDE CONTRACTUAL SVCS		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
AUTO LIABILITY		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
PARKING GARAGE INSURANCE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
REPAIR & MAINT OTHER EQUIPMENT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
COPY MACHINE RENTAL		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER RENTAL EXPENSE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TELEPHONE-REGULAR		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EMP ADVERTISING		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OUTSIDE PRINTING		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
POSTAGE-REGULAR MAIL		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
BAD DEBTS		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EMPLOYEE SEMINAR		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
REIMBURSEMENT FOR OTHER OPER E		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
LICENSE & PERMIT FEES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
MANAGEMENT COMPANY EMP/ PNG		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SUNPASS PAYMENTS TO FOOT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
LUBE & MOTOR OIL		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
MECH. MAINT SUPPLIES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SUPPLIES-AUTO-GARAGE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
EXPENDABLE TOOLS		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OFFICE SUPPLIES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
COMPUTER HARDWARE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER MINOR EQUIP <\$ 750		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SOFTWARE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
CLEANING SUPPLIES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
SAFETY SHOES - Uniform		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
MISC OTHER OPERATING SUPPLIES		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
MISCELLANEOUS CO SALES TAX PMT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TOTAL OPER EXP		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TOTAL OPER INCOME		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
BUILT IN FURNITURE/FIXTURE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
COMPUTER EQUIPMENT OTHER THAN		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
RADIO EQUIPMENT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
CLOSED CIRCUIT TV EQUIPMENT		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
OTHER MACH. EQUIP. FURN.		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
AUTO & TRUCKS-NEW		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TOTAL FURNITURE & EQUIP.		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
MANAGEMENT FEE - FRED		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
TOTAL MGMT FEE		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
Net to MDAD		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%

Exhibit J
Labor Peace Agreement
(to be provided by Proposer)



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AIRPORT PARKING ASSOCIATES

(Valet, Cashiers and Garage Assistants, Parking Ambassadors)

And

TEAMSTERS LOCAL UNION NO. 769

**AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

MIAMI, FLORIDA

(OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2028)

®

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AGREEMENT

This Agreement entered into as of this 1st Day of October, 2024, by and between AIRPORT PARKING ASSOCIATES, with its principal office located at SP+ Corporation, Attn: Human Resources, 200 East Randolph, Suite 7700, Chicago, Illinois, 60601 as specifically apply to all Valet Parking operations, Cashiers and Garage Assistants and Parking Ambassadors at Miami International Airport referred to as the "Employer", "Management", and/or the "Company" and TEAMSTERS LOCAL UNION NO. 769, an affiliate of the International Brotherhood of Teamsters, located, at 12365 West Dixie Highway, North Miami, Florida, 33161, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

1. 1: The Company recognizes the Union as the exclusive bargaining representative for all Cashier (Toll-Collector), Parking Garage Assistants, Valet Attendants, and Parking Ambassadors employed by the Company at Miami International Airport, Miami, Florida. Management and supervisory employees including but not limited to managers, assistant managers, supervisors, assistant supervisors, professional, clerical, maintenance, traffic, inventory, watchman, guards, janitorial, and secretarial are excluded from this designation.

1.2: Supervisory employees (including but not limited to Supervisors and Assistant Supervisors, Managers and Assistant Managers) with the authority to hire, promote, discipline or otherwise effect changes in the status of Employees or effectively recommend such action, professional, clerical, maintenance, traffic, inventory, watchman, guards, janitorial, secretarial, and management employees are excluded from the bargaining unit.

1.3: Due to the nature of the work, a supervisory, management, administrative, professional, and clerical or maintenance employee may perform work that is normally performed by the Employees, either to check the accuracy of the results, previously obtained, or to speed up the obtaining of results in order to prevent any undue delays. However, the employer will make every reasonable effort to utilize bargaining unit employees before using employees outside the union contract.

1.4: Wherever the word "Employees" is used in this Agreement, it shall refer to the Employees as defined in this Article 1 Section 1.1.

ARTICLE 2

UNION MEMBERSHIP/CHECK-OFF

1. The Employer, to the extent permitted under the law, shall deduct initiation fees and dues from the first paycheck of each month from all employees who authorize such deductions in writing and shall remit the same to the Union no later than ten (10) days thereafter.
2. It is agreed that with respect to all check off authorization forms for dues, assessments and initiation fees, it is the Union's responsibility to furnish such forms and obtain the signatures of the employees. It is further agreed the Union will furnish to the Employer the exact amounts to be deducted from each employee.
3. The Employer agrees it will not interfere with the rights of employees to become members of the Union and it will not discriminate, interfere, restrain or coerce any employee regarding membership in the Union or participation in activities on behalf of the Union.
4. The Union shall indemnify and save the Company harmless against any and all claims which may arise out of or come into being by reason of any action taken or not taken by the Company for the purpose of complying with this Article.
5. Within five (5) working days upon request, the Union shall have the right to receive a list of the names of all employees who have received pay during the calendar month for which the remittance was made. The Union shall also have the right to receive upon request the correct addresses, dates of hire, and rates of pay of all employees in the bargaining unit.

ARTICLE 3

NON-DISCRIMINATION

3.1: The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of wages, training, recall or layoff status, because of race, color, ancestry, religion, creed, national origin, age, sex, disability (as defined by the Americans with Disabilities Act) maternity status or sexual orientation. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

4.1: The management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged except by specific restrictions as are set forth in this Agreement.

4.2: The Union recognizes that the management and operation of the Company's business includes but is not limited to: hiring, training, maintaining order and efficiency; promoting; demoting; transferring; laying off, disciplining, including suspending and discharge, developing and maintaining work schedules, supervising the duties and starting times of employees.

4.3: The Company shall have the unquestioned right to suspend or discharge any employee for actions such as, but not limited to: theft of money, goods, and/or time; dishonesty, willful misconduct, drinking, being under the influence or having possession of alcohol or drugs while on the job or on the Company's premises; using or having possession or have on the Company's premises any type of weapon, concealed or not, while on the job or on the Company's premises. Willful damage to Company property or the property of any other person; unauthorized use of a vehicle belonging to the Company, a patron, or any other individual or entity (while on the Company's premises or while on the job); insubordination; refusal to work a regularly scheduled shift (whether straight time, overtime, on a holiday or otherwise); participation in a slowdown, strike or work stoppage, in violation of this agreement; or other good cause.

The failure of the Company to exercise any of these rights, among others, shall not be construed as a waiver of these rights.

4.4: The duties of all Employees shall be to perform any and all work required of them by the Company in the operation and conduct of the Company's business. Such rights of management shall not be subject to submission to the established arbitration procedures.

4.5: An Employee who is directed to perform a particular duty and/or an Employee who is directed to work a particular shift or partial shift by the Company is required to obey that

direction, instruction or order. In no case shall an Employee refuse to perform any duty or work any shift or partial shift not contrary to law. Should an Employee refuse to perform any duty or work any shift or partial shift not contrary to law, he shall be subject to discipline, suspension and/or discharge by the Company and such action of the Company shall be final and conclusive.

4.6: The Company shall have the right to publish and/or modify written work rules which shall, upon such publication, become a part of this Agreement and shall become annexed hereto by reference. The signing of published work rules by each Employee is a condition of employment or continued employment.

4.7: The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Company therefore retaining all rights not otherwise specifically covered by this Agreement, irrespective of whether or not the same have been heretofore exercised.

ARTICLE 5

TRANSFER OF EMPLOYER OR MANAGEMENT

5.1: The Company agrees that all obligations of the contract and performance thereof by a buyer, lessee, transferee, or assignee become a condition of sale, transfer, lease, or assignment.

5.2: In consideration of the Unions execution of this Agreement, the Company promises that its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the Agreement of the successor to assume the Company's obligation under this Agreement. Immediately upon the conclusion of such sale, conveyance, assignment or transfer to its operations, the Company shall notify the Union of the transaction provided that the Company shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligation, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

5.3: In the event that there is a successor operation during the life of this contract, which such operation shall continue to be subject to the terms and conditions of this Agreement, the Union reserves the right to negotiate with the new Company for wages and fringe benefits.

5.4: The Union likewise binds itself to hold this Article 5 in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than that which are parties hereto, without the consent of the parties hereto.

ARTICLE 6
UNION VISITATION

6.1: A duly authorized officer, agent, or representative of the Union shall be admitted or have access to the locations covered by this Agreement at reasonable times during regular business hours. However, such Union Official shall not interfere with the operations of the Company, and shall notify the Management or Supervisor on duty of his presence and the purpose for his visit immediately prior to entering the premises.

ARTICLE 7

STEWARD

7.1: The Company recognizes the right of the Union to designate a Steward or Stewards on each of the three (3) shifts to investigate grievances. A Steward shall obtain prior approval of his supervisor before leaving his work for the purpose of investigating grievances, and such permission shall not be unreasonably denied by the Employer. A Steward will report back to his supervisor directly upon completion of such duties. Time consumed by a Steward's handling of Union matters exceeding thirty (30) minutes shall not be subject to compensation by the Company. A Steward shall be entitled to top seniority in cases of lay-off on the shift he works.

7.2: The authority of a Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievance with the designated Company representative in accordance with the provisions of this Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing, or;
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

7.3: A Steward has no authority to take Strike (as defined in Article 20 hereof) action(s), or any other action which may interrupt the Company's business. The Company may impose appropriate disciplinary action, including discharge, in the event the Steward takes any action(s) including but not limited to those involving strikes, slowdowns, or work stoppages in violation of this Agreement.

7.4: The Company shall furnish a covered bulletin board with lock and key for the purpose of posting notices pertaining to Union business.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

Any controversy, claim, dispute or grievance arising between the Company and the Union or any Employee, involving or concerning the meaning, interpretation, operation or application of any clause of this Agreement shall be settled in the following manner unless provided otherwise herein:

- Step 1:* All grievances shall be submitted in writing to the supervisor and Steward within five (5) working days after the grievance occurred or when the grievant should have known of same. Supervisors shall note the answer on the grievance form within five (5) working days of the submission and provide a copy of its answer to the grievance to a union representative
- Step 2:* Failing resolution in Step 1, the Union may, within three (3) working days from the first step answer, refer the matter to the Employer's site manager or designee. The Union designee and site manager or designee shall attempt to resolve the grievance. A meeting must be held within five (5) working days and answered within three (3) working days of the grievance meeting.
- Step 3:* In the event the grievance is not resolved in Step 2, the Union may upon written notice submit the grievance to arbitration within ten (10) working days of the step 2 grievance answer as follows: The Union will send a letter to the Company stating that they are advancing the grievance to arbitration with a copy of the letter the union must also send to the Federal Mediation and Conciliation Service (FMCS) requesting a panel of arbitrators. FMCS shall be requested to submit a list of seven (7) arbitrators. The Company and the Union shall strike from said list alternately, striking one (1) name each time, until one (1) arbitrator is left and he or she shall be the arbitrator for the particular case. The right to strike first shall be determined on a rotating basis. Either Party may exercise the option to strike the entire first panel provided by FMCS and to obtain a second FMCS panel of

names or some other mutually agreeable method of selection. The party's will be required to strike names from this second panel.

The decision of the arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

The arbitrator shall have no authority to add to, subtract from, disregard, modify or alter the Agreement in any way. The arbitrator shall submit his/her decision within thirty (30) days of the hearing unless time is extended by mutual agreement of the parties. In computing the time limits in this Article, Saturday, Sunday and designated holidays shall not be included.

Failure of an employee or the Union to meet any time deadline at any Step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article – Grievance Procedure can be mutually waived in writing.

A grievance concerning the interpretation or the application of the Agreement initiated by the Employer shall be discussed with the Union and may thereafter be submitted to arbitration by the Employer within Ten (10) days after the grievance is discussed. The demand for arbitration shall be in writing to FMCS and a copy shall be sent to the Union.

In the case of any time periods in this Article, working days shall not include, Saturdays, Sundays or holidays mentioned in the CBA.

ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1: The Company shall not discipline, discharge or suspend any Employee without just and proper cause. The Company shall give the Union written notice of such discipline, discharge or suspension. The notice shall contain a brief summary of the reasons for such action. The Company shall give the Union notice of pending investigations within five (5) working days of knowledge of alleged misconduct. Once investigation concludes, Company will issue discipline to the employee (personal service or certified mail if employee is unavailable) within five (5) working days. A copy of the discipline must be sent to the Union within five (5) days as well. Notice to the Union may be given via email.

In the case of any time periods in this Article, working days shall not include, Saturdays, Sundays or Holidays mentioned in the CBA.

The Employer recognizes the concept of progressive discipline and will apply it in situations where appropriate. All disciplinary actions including suspension and discharge shall be subject to the grievance provision of this Agreement.

Discipline will consist of up to four (4) steps for minor offenses:

1. Documented verbal warning
2. First written warning
3. Final warning and possible suspension (suspension shall not exceed three (3) days)
4. Termination of employment

Section 2: The Company shall have the sole right to discharge or otherwise discipline any Employee without warning for cause, including but not limited to: theft of money, goods or time, other dishonesty; willful misrepresentation of collections, tickets or receipts; soliciting, charging or accepting payment for any parking or services not authorized by the Company; failure to report an accident or any property damage; insubordination, use or possession of drugs or alcohol while on duty or on the Company's property; gambling while on duty; recklessness, negligence, refusal to perform work as required; working for a competitor of the Company; possession of a weapon while on the job or on the Company's premises (unless local, state or federal law dictates otherwise), fighting while on the job or on the Company's premises; falsification of records; inability to qualify for a surety bond; gross violations of safety procedures.

Section 4: Disciplinary notices that are kept in an employee's file will not be used for successive discipline after twelve (12) months of the date of issuance. However, multiple incidents pertaining to the same offense will be dealt with on an individual basis. Attendance will be checked on a PERIODIC basis and will be dealt with the same manner of progressive discipline: however, the twelve (12) month rule applies.

All disciplinary action, including suspension and discharges shall be subject to the grievance and arbitration provision of this agreement.

ARTICLE 10

SENIORITY

10.1: Seniority shall mean length of continuous service with the Company at Miami International Airport from the first (1st) employment or re-employment following a break in service. The principal of seniority shall govern in cases of layoff and recall, assignment of work, shift bids, vacation, and floating holidays.

10.2: Seniority is acquired by an Employee's satisfactory completion of a ninety (90) day probationary period following an Employee's most recent date of hire by the Company at Miami International Airport. The most recent date of hire shall mean the first (1st) day actually worked during the probationary period of an Employee's most recent employment or reemployment.

10.3: The Company may terminate the services of any probationary Employee for any reason and the Union and/or the Employee shall not claim that such termination was improper and shall not have recourse to the grievance and arbitration procedure described in Article 8 hereof. Upon satisfactory completion of the probationary period, seniority shall be credited from Employee's most recent date of hire.

10.4: During the term of this Agreement, such probationary Employees shall be entitled to all rights and privileges of this Agreement, except as with regards to Group Insurance benefits, vacation, holiday pay, discharge, and except as otherwise provided herein.

Seniority shall be broken for any of the following reasons:

- a. Voluntary resignation;
- b. Discharge for cause;
- c. Failure because of lay-off, or any other reason, to perform any work for the Company for six (6) months or a period equal to the affected Employee's seniority at the time he last ceased active work for the Company, whichever period is shorter;
- d. Failure to report to work on the next scheduled work day after the Company sends notice of recall from lay-off to the Employee's last known address, or to report on the second (2nd) scheduled work day after such notice is sent by registered or certified

mail (it shall be the responsibility of the Employee to keep the Union and the Company advised in writing as to his current home address and telephone number);

10.5: All lay-offs will be by classification based in strictly Company seniority. (It is understood by the parties that Cashiers and Garage Assistants will be in the same classification). In the event of layoff part time employees shall be laid off first in the order of reverse seniority. Once the part-time employee list is exhausted the full-time employees will be laid off in the order of reverse seniority. The Steward and the Union shall be notified of all layoffs and recalls.

10.6: An employee, who incurs a loss of seniority, if subsequently re-employed, will resume employment as a new Employee. Any loss of seniority under items a, d, hereof shall constitute a voluntary leaving of work without good cause.

10.7: The Company shall have the right to promote Employees provided that in making such promotions both seniority and ability to do the work shall be considered. The Company shall post for bid all new or vacant positions for **Seven (7) calendar days**. The Company shall make every effort to hire/promote from within.

10.8: The Employer agrees to furnish the Union with a list of all employees covered by this agreement indicating their starting seniority date at the Miami International Airport location. If one (1) or more employees have the same start date, with the employee, a steward and a member of management present seniority will be determined by a method agreed to by all parties (e.g. coin flip).

10.9: The Company shall provide to the steward and the Union a Seniority list every six (6) month. Unless said seniority list is challenged within ten (10) days after posting, said Seniority list shall be accepted as correct. The Seniority list designates full-time or part-time status.

- a. At the Employer's sole discretion, it may post a general bid for positions. If the Employer ever elects to have a general bid, employees shall bid by seniority.
- b. The Company will post any new or vacant position for employees to bid on for a period of seven (7) calendar days. The senior qualified employee who bids on the

position shall be awarded the position. The vacancy created by the employee who bids for the open position shall also be subject to a bid.

10.10: Requested days off shall be granted in seniority order.

10.11: Full time employees only, shall bid in seniority order for a full-time position. Part-time employees shall bid in seniority order for part time position. Part time employees are not allowed to participate in the full time bid unless a full-time position that is unclaimed by current full-time employees becomes available. In that event only, the vacant full-time position may be offered to the part time employees in seniority order. A part time employee who fills a vacant full-time position shall retain his/her location seniority (for job classifications at MIA covered by this agreement) for layoffs, but will be placed at the bottom of the full time seniority list for purposes of shift and vacation bids. Such employee's benefit accruals shall be based on location seniority (for job classifications worked at MIA and which are covered by this agreement).

ARTICLE 11
LEAVE OF ABSENCE

11. 1: A leave of absence without pay for personal reasons, illness, or injury may be granted by the Company at the Company's sole discretion. Seniority will accumulate during a leave of absence except as provided in Seniority Article.

11.2: An Employee who takes a job and/or is employed with any other employer while on leave of absence shall be terminated unless prior written approval is granted by the Company authorizing an Employee to so obtain and/or maintain other employment during a leave of absence.

11.3: An eligible employee shall be entitled to leave as set forth in the Family Medical Leave Act of 1993, as amended (the "FMLA").

The Company will require the Employee to substitute accrued paid vacation, sick leave or other paid leave during the leave period and prior to placing the Employee in unpaid status.

The Employee is required to provide the Company with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the Employee is required to give notice as soon as practicable. Employee must complete and submit FM LA paperwork and receive FM LA approval according to company policies and precedence's. The Company has the right to require medical certification of a need for leave under this Act. In addition, the Company has the right to require a second (2nd) opinion at the Company's expense. The Company may require the Employee to substitute accrued paid vacation or other paid for leave for part of the 12/6 week leave period. The provisions of this section are in response to the Federal Act and shall not supersede any state or local law which provides for greater Employee rights.

11.4: Jury Duty Leave — Any full-time employee called for jury duty shall be paid an amount equal to the difference between the sum received for required jury duty and an amount determined by multiplying the employee's straight time rate, including shift differential and all other premiums, by the number of hours of employment lost by reason of such jury duty, up to but not exceeding five (5) working days in a calendar year. The Company will endeavor to pay in excess of five (5) working days on a case by case basis if a particular jury obligation extends beyond the covered five (5) working days. Hours of employment lost by reason of jury duty are not to be counted as hours worked for weekly overtime purposes.

11.5: Funeral Leave — In case of death of a member in the immediate family of a full-time or part employee, the Employer will pay the full-time employee eight (8) hours at his/her straight time rate per hour and will pay the part-time employee four (4) hours at his/her straight time rate per hour, if requested, for one (1) day to mourn the loss of an immediate family member. In the event that the employee attends the funeral of an immediate family member, the employee shall receive up to a total of three (3) scheduled workdays to attend the funeral, memorial service and/or burial. Said funeral leave days are not to be counted as days worked when computing overtime. Immediate family is defined as mother, father, wife, husband, son, daughter, stepbrother, stepsister, brother, sister, grandparent.

The Company requires proof of the deceased's relationship to the employee and if three (3) day paid leave is requested, that the employee attended the funeral.

The Employee's seniority rights shall continue as if the Employee had not taken a leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

ARTICLE 12

OTHER WORKING CONDITIONS

12.1: The Employer shall provide sanitary washing facilities based on what the county provides the Company, including soap and towels and shall provide and maintain an adequate first aid kit in the office or other central location.

12.2: The Employer shall furnish and maintain all cleaning supplies and equipment.

12.3 Uniforms:

- a. The Employer shall provide, at his expense, sufficient uniforms for employees. Colors, styling, cloth, etc. to be selected by the Employer.
- b. Employees should be neat, clean and well groomed at the time they report to work. Employees are expected to be conservative in dress, grooming and presentation while conducting Company business. Hair styles and makeup should be conservative and in good taste. Sideburns may not extend beyond the ear. Mustaches must be neatly trimmed and may not extend over the top of the upper lip or below the corners of the mouth. Employees must be clean shaven; beards and goatees may not be worn. Men's hair must be neatly trimmed and should not extend over the ears or the collar. Men may not wear earrings. Neither men nor women may wear nose rings or display any visible tattoos; the Company reserves the right to restrict the use of other objectionable piercings.

c. Upon leaving the employment of the Company, all uniforms which were issued to the employee must be returned to the Company. Uniforms are Company property and their replacement value must be reimbursed by the employee should they not be returned at the end of employment. In any event that an Employee fails to turn in his/her Uniforms at the request of the Company or upon the termination of his employment, the Company shall have the right to deduct the replacement cost of such Uniforms which are not turned in from any monies due the Employee or require that said Employee reimburse the Company in some other manner acceptable to the Company pursuant to law. Employees shall always present a proper and clean appearance and a courteous attitude in public and to all customers.

12.4: In the event that the Employer requires an employee to use his/her own vehicle for transport between job-location-to-job-location, the Employer will reimburse the employee for mileage to be paid at the current State of Florida rate.

ARTICLE 13
HOURS OF WORK

13.1 The regular workweek shall consist of forty (40) hours of work and the regular workday shall be eight (8) hours. The Employer will endeavor, subject to operational needs to schedule all employees with two (2) consecutive days off each week. The Union recognizes that there will be workweeks of less than forty (40) hours and workdays less than eight (8) hours. The general work week run from Saturday to Friday or otherwise set at the company discretion.

The Company is engaged in public services that requires continues smooth operation.

Lunch Rest Period:

A meal break must be given to each employee not less than one half (1/2) hour. The meal break shall be taken between the fourth and six hour of work, whenever possible.

13.2: Employees who work in excess of forty (40) hours in any one (1) work week shall be paid at the rate of time-and-one-half (1 time and 1/2 half) their regular rate of pay for such overtime hours.

13.3: Pay for the overtime hours worked and/or work on a holiday shall not be duplicated, pyramided or counted again for the purpose of computing overtime pay.

13.4: All overtime must be authorized by the Company overtime will be distributed in seniority order.

13.5: Employees not promptly relieved at the end of their assignment shifts shall remain at their posts so as to permit the Company to obtain coverage and to avoid leaving the work station or facility unmanned or undermanned. However, when possible, the Company shall give the employee a thirty (30) minute advance notice so that they can make arrangements to stay after their shift.

13.6: The Company shall endeavor to provide a lunch area for employees through all shifts without closures; however, if the area provided is unavailable at any given time; adequate accommodations are provided at the FOOD COURT AT TERMINAL E.

13.7: In the event the company anticipates the need to use casual employee(s), it will notify the local Union no later than five (5) calendar days prior to such an event, furthermore, the company agrees that it will not willfully use casual employees to minimize the current number of bargaining unit employees.

13.8: Casual employees shall not exceed thirty percent (30%) of the total full-time workforce covered by this agreement per day. Casual employees start times will be spread throughout the day and not scheduled in clusters. Casual employees will be allowed to work a maximum of eight (8) hours per day and thirty-two (32) hours per week, per Casual employee.

13.9: No Casual employee may be utilized if any regular part time or full-time employee on the Seniority List as of the effective date of the Agreement is on layoff in accordance with Article 10. In the event that overtime opportunities arise at or between the commencement or completion of a regular full-time shift, then such opportunities shall be offered to the full-time employee(s) and part time employee(s) according to seniority, before any casual employee may be offered such work.

13.10: The Company agrees that each casual employee shall work no more than 30 days in a one-year period, the company can have no more than ten casual employees in a one-year period.

13.11: The Union agrees to meet with the Company as soon as possible or at least within 4 calendar days excluding Saturday and Sunday in the event of a major unanticipated event that may cause the operational need for Casual employees to exceed the limitations as stated in Article 13.8 and 13.10. However, the Employer will make every reasonable effort to utilize bargaining unit employees before casuals.

ARTICLE 14

NO CONFLICTING AGREEMENT

14.1: The Employer shall not enter into any individual agreements with individual employees which conflict with the terms of this Agreement.

ARTICLE 15

SAFETY

15.1: The Employer agrees to provide and to properly maintain equipment and materials adequate to perform any and all work assignments.

15.2: The Employer agrees to provide proper safety appliances and equipment to safeguard the health and safety of all employees, and to observe all federal and state laws regarding working conditions. Employees shall follow all safety rules and airport guidelines.

15.3: In the event that an employee is required to wear a uniform the Employer shall furnish and maintain all such items.

ARTICLE 16
HOLIDAYS

16.1: Employees who have completed their probationary periods of employment shall receive the following nine (9) holidays with pay during their first (1st) year of employment provided they have worked on their last scheduled work day prior to the holiday and the first, (1st) scheduled work day after the holiday.

New Year's Day

Martin Luther King Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

One (1) floating holiday

Ann. Date of Hire

16.2: Employee scheduled to work on a paid holiday who fails to report to work shall not receive holiday pay and shall be subject to disciplinary action up to and including discharge. A full-time employee who does not work on such a day, subject to the provisions hereinabove, shall receive eight (8) hours pay. Any full-time employee who works on such day shall be entitled to be paid for such work at his then current rate of pay in addition to the holiday pay provided above, part-time employees shall receive a pro-rate portion of the holiday pay, subject to the provisions of Section 16.1 of this Article 16.

16.3: When one (1) of the holidays specified hereinabove falls within an eligible Employee's approved vacation period, the Employee shall receive holiday pay for such holiday provided the Employee works the last scheduled work day prior to his vacation and the first (1st) scheduled work day following his vacation.

16.4: An Employee on a leave of absence granted pursuant to Article 11 hereof shall not be entitled to holiday pay for any holiday(s) which occur during such leave of absence.

16.5: In the event a conflict develops concerning the holiday schedule, the Company will seek volunteers to work. If the number of qualified Employees (in the Company's sole judgment) is insufficient to fill the Company's needs on a voluntary basis, the least senior qualified Employee(s) (in the Company's sole judgment) will be required to work.

ARTICLE 17

WAGES

17.1: Effective the signing of this collective bargaining agreement, the Company will continue to pay employees wages based on the Living Wage Rate ordinance as passed by the Miami-Dade County Board of Commissioners.

17.2: It is the intent of the Parties hereto that the duties of Employees include but are not limited to those set forth herein. It is recognized that from time to time, an Employee may be required to perform some of the functions and duties of a higher or lower paid category Employee. In this situation such higher or lower paid category Employee shall be paid at his regular rate of pay unless such Employee is permanently transferred to a different category as provided for in Section 4.2 of Article 4, of this Agreement.

17.3: The Company has the exclusive right to pay any Employee additional remuneration over and above the established rate of pay for his classification and/or length of service. However, nothing contained herein shall require the Company to continue to pay any Employee above said established rate of pay, the continuation of such additional remuneration being at the sole and continuing option of the Company. Any decision by the Company to discontinue the payment of additional remuneration to any Employee shall not be subject to the grievance/arbitration provisions of Article 8 hereof.

17.4 The wages which are contained to this Agreement are paid pursuant to the Living Wage required under the Miami Dade County Living Wage Ordinance. During the term of this Agreement, the hourly amounts of the wages and/or qualifying health benefits will be increased accordingly pursuant to each annual increase required under the Miami Dade County Living Wage Ordinance. Such statutory increases will represent the annual increase to the minimum wage and qualifying health benefits to be paid under this Agreement.

In the unlikely event the Miami Dade County Living Wage Ordinance is no longer in effect, the parties agree to a wage reopener to commence within seven (7) days of notification from either party.

17.5 Tipped employees must report tips in accordance with IRS requirements.

ARTICLE 18

GROUP HEALTH INSURANCE

18.1: Healthcare coverage for employees will be offered by the Company at the Company cost in an amount that will equal no less than what is required by the Living Wage Ordinance as passed by the Board of Commissioners of Miami-Dade County.

18.2: Coverage, carriers and benefits of hospitalization, and surgical/medical benefits are subject to change at the Company's option.

18.3: Employees who average 30 hours or more per week shall become eligible for group medical benefits on the first day of the month following completion of ninety (90) days of employment.

ARTICLE 19

AGREEMENT QUALIFICATION

19.1: It is not the intent of either party hereto to violate any laws or any rules or regulations of any governmental agency having jurisdiction over the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, this Agreement, on proper notice from either party, shall be reopened for the sole purpose of amending such provision or provisions, with the understanding that the remainder of the Agreement shall remain in full force and effect.

ARTICLE 20
CONTINUITY OF OPERATIONS

Section 1: The Union hereby agrees that neither the Union nor any of the Employees forming part of the bargaining unit covered by this Agreement shall, directly or indirectly, cause, permit, authorize, assist, aid, counsel, encourage, or in any way engage, and/or participate in strikes of any kind. For the purposes of this Agreement the term "Strike" shall include; a slowdown, sit-down; stay-in; walk-out; curtailment of work; interruption or stoppage of work; interference with work and/or production, or receipt or shipment of goods or materials; picketing of any of the Company's operations (Miami International Airport), customers or sources of supply; boycott; or any other kind of activity which interferes with and/or interrupts the Company's operation and activities. The Union shall not involve itself with any strike affairs of any organization other than Local 769 IBT; neither shall the Union make any entangling alliances with any organization(s) other than Local 769 IBT; the members of the Union (the employees) will continue to do their assigned work without interference or interruption.

Section 2: If any strike occurs, or if any Employee or Employees violate the provisions of this Article XX, the Union agrees to disavow immediately and publicly, through its officers and representatives, any sponsorship and/or authorization of such strike; to use all means to prevent and or terminate the conduct or continuation of such strike; and to instruct its members to return to work immediately.

Section 3: Any Employee or Employees, who violate the terms of this Article 20, shall be immediately discharged.

Section 4: The Company agrees that there will be no lock-out during the term of this Agreement.

Section 5: It is the essence of this Agreement that work shall continue without interruption throughout the term of this Agreement and until same shall have been renewed.

ARTICLE 21

SICK LEAVE

Every two months a full-time employee will accrue one (1) sick day, not to exceed a maximum of fifteen (15) at any given time. Sick days are not to be added to vacation time and are only to be used for the employee's illness or to attend to the illness of an immediate family member, as defined by the FMLA. Employees will be compensated at their normal rate for the sick days used and will not be paid for days not used.

ARTICLE 22

401(K) RETIREMENT PLAN

All employees who work more than 1,000 hours per year and who have more than one (1) full year of service shall be eligible to participate in the Company 401k savings plan, or such other plan as may replace the Company 401k savings plan, commonly offered to Company employees. The terms and conditions of the Company 401k plan shall be set forth in the Plan Document, which, in the Employer's discretion, may be modified or altered from time to time consistent with applicable law.

ARTICLE 23

IDENTIFICATION BADGES/KRONOS TIME CARDS

23.1: Employees issued identification badges, Kronos clock badges and/or forms for recording time worked (including but not limited to "Time Card") shall be responsible for same, and shall be required to "punch in" and "punch out" as required by the Company which, at a minimum, shall include; "punching-in" at the start of the Employees shift, "punching-out" at the start of the Employee's lunch period; "punching-in" at the end of the Employee's lunch period; and "punching-out" at the end of the Employee's shift. Each Employee shall be required to sign his weekly time card attesting to the occurrence of the time recorded thereon as having been time worked for which the Employee is entitled to be paid, and further attesting to the fact that the individual Employee has personally "punched-in" and "punched-out" his own time card. An Employee shall neither cause nor allow any other Employee or any other person to use his time card, or to record time on his time card of another Employee or person.

23.2: Employees are required to "clock-in" for work no later than seven (7) minutes after their assigned start of shift time. Employees may not "clock-in" prior to their assigned start of shift time and must "clock-out" no later than seven (7) minutes after their assigned end of shift time, unless authorized by management to do otherwise.

23.3: All employees must obtain an ID badge in order to work at the Miami International Airport parking facilities. Security requirements include fingerprinting and security clearance. No employees will be allow to work with out proper identification ID badge and uniform.

The Company agrees to pay for the costs of the initial ID badge, including fingerprinting, for new hires. Thereafter, the employee MUST renew their ID badges as indicated by the Miami-Dade Aviation Department's Security and ID Section. Failure by the employee to do so in a timely manner will result in the employee having to pay for all costs of the ID badge renewal.

In the event that an employee fails to renew his/her ID badge or becomes ineligible for renewal, the Company has the immediate right to terminate his/her employment.

23.4: Badges are Company property and their replacement value must be reimbursed by the employee should they not be returned at the end of employment. In any event that an Employee fails to turn in his/her ID and/or Kronos badge at the request of the Company or upon the termination of his employment, the Company shall have the right to deduct the cost of such badges which are not turned in from any monies due the Employee or require that said Employee reimburse the Company in some other manner acceptable to the Company pursuant to law.

23.5: Violation of the provisions of this Article shall be grounds for immediate disciplinary action up to and including discharge.

ARTICLE 24
CELL PHONE POLICY

Employees are not permitted to use cellular phones, public telephones, Bluetooth devices or any other communication devices during working hours. Employee(s) will only be permitted to utilize the aforementioned devices for personal use during their scheduled break times or in the event of a bona fide emergency. A bona fide emergency is defined as a previously unknown hospitalization/medical emergency of an immediate family member (i.e. parent or child).

The Employer may require proof of the emergency from the employee. If such proof is not provided, the employee will be subject to disciplinary action as follows: The Employer will discipline employees who violate this policy based on the facts and circumstances of the violation. For employee(s) who are found to have engaged in an initial violation of this policy the minimum level of discipline shall be a written warning. Employees who engage in prolonged or repeated use of one of the communication devices listed above shall receive discipline up to and including termination of employment. Employees who engage in the use of one of the communication devices listed above while operating a motor vehicle will be discharged without warning or the application of progressive discipline as outlined in Article 9. In all other instances discipline will follow as per Article 9 (Discipline and Discharge) of the collective bargaining agreement. All disciplinary action by the Employer will be subject to the grievance procedure.

ARTICLE 25

VACATIONS

25.1: Vacation with pay shall be earned on the following basis:

- a. Full-time Employees who have completed one (1) full year of continuous service with the Company from the most recent date of their employment shall receive one (1) work period vacation with forty (40) hours pay; full-time Employees who have completed three (3) full years of continuous service with the Company from the most recent date of their employment shall receive two (2) work periods; full-time Employees who have completed seven (7) years of continuous service with the Company from the most recent date of their employment shall receive three (3) work periods vacation with one hundred twenty (120) hours pay.
- b. Part-time employees shall receive a pro-rate portion of the vacation entitlement of a full-time employee which shall be computed as follows: The lesser of the number of hours the part-time employee is regularly scheduled to work or the number of hours the part-time employee regularly works per week
- c. Casual employees shall not earn vacations with pay.

Vacation entitlement of full-time employees:

d. Vacation Bid Notice

In order to be awarded vacation dates for the following year on a seniority basis, all vacation requests must be submitted between November 1 and November 20.

Airport Parking Associates will grant vacations from January 4 through November 15 and from December 1 through December 15 of the following year. Vacation shall not be granted between November 16 through November 30 and December 16 through January 3.

In addition, due to company operational necessity, vacation will not be authorized the week before and the week after the following holidays: Memorial Day — 4th of July — Labor Day.

Airport Parking Associates staffing requirements will be the determining factor for vacations.

- 1) Requests must be submitted on a "VACATION REQUEST FORM"
- 2) Requests made by November 20th will be awarded on a seniority basis. Any other requests made after November 20th will be awarded on a first-come, first-served basis. No exceptions.
- 3) Due to operational necessity all employees with three (3) weeks of vacation will be limited to a two (2) week period. The third (3rd) week is taken separately as requested on your "VACATION REQUEST FORM". Three (3) weeks of vacation time can only be taken in a row with the Manager's approval and at the Manager's sole discretion.
- 4) The Company reserves the right to change vacation dates in cases where the efficient operation of its business so requires. However, the company will discuss the change with the employee and will take the employee's prior vacation arrangements into consideration prior to making these changes. The company will determine the number of employees to be granted vacation at any one time.
- 5) NO changes shall be made by an employee in the already scheduled vacation within 30 days of the date said employee is scheduled to go on vacation. Except for emergencies of a serious nature, if change is approved, seniority will not play a role in the next vacation request if submitted after the cutoff date of November 20th. It will be based on a first-come, first-served basis.
- 6) Vacations cannot be postponed from one year to another and made accumulative.
- 7) An unexcused absence on the next scheduled work day following the scheduled end of a vacation period will result in accelerated discipline under Article 9 Discipline and Discharge Policy as follows: first written warning on first offense, final warning and possible suspension on second offense, and termination on third offense.

- 8) SHIFT CHANGE, SICK LEAVE, LEAVE OF ABSENCE cannot be tied into vacation time, without prior approval by the Manager.
- 9) A vacation period may not be waived and extra pay received for work during the period without prior written approval by the company.
- 10) Vacations shall be paid prior to the eligible Employee's stated leave.

25.2: Notwithstanding provisions to the contrary contained in this Agreement, any Employee who resigns or otherwise leaves his employment without giving the Company at least two (2) calendar weeks written notice of this intention to leave the Company's employ (which written notice may be given directly to the Company by the Employee through the Union) shall not be entitled to payment for what otherwise would have been construed as accrued benefits (including but not limited to vacation, and holiday benefits). Such Employees shall, however, be entitled to pay for all hours actually worked.

ARTICLE 26
TERMINATION

This agreement shall be effective October 1, 2024, and shall remain in full force and effect to September 30th, 2028, or until the Company ceases to operate the facility, whichever should occur sooner and continue thereafter in full force and effect from year to year in absence of a notice to terminate or amend this Agreement, as hereinafter provided.

In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend or terminate is given, the Agreement shall remain in full force and effect until a new Agreement is reached or until the expiration of a subsequent ten (10) day notice to terminate which must be given by either party to the other party before this Agreement terminates. In witness whereof, the parties named have signed their names and affixed the signatures of their authorized representative on the date first hereinabove written.

TEAMSTERS LOCAL UNION No. 769
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS.

BY: 

OCTOBER 30, 2024.
BY: _____

AIRPORT PARKING ASSOCIATES

BY: 

BY: _____

ATTENDANCE POLICY

The Attendance Policy outlined below will be utilized and followed for any and all attendance violations/ disciplines. Employees are required to report to work on time every day they are scheduled to work. The following policy is based on a progressive month (12) month time period.

Unexcused Absence: Employees are required to call in for each day of work missed. All employees who will be absent are required to give at least two (2) hour notification prior to the start of their shift. Beyond that time will be counted as a violation, with the exception of an emergency, employee will provide proper documentation if apply.

Failure to call for one (1) or more consecutive schedule working day(s) (No Call —No Show) for a scheduled shift is a violation, with the exception of an emergency.

In event that an employee no call no show for 3 consecutive schedules to work dates shall be consider job abandonment.

A failure to complete the entire shift is counted as a violation unless it is notified, authorized and excused by the Company (i.e. sick, an emergency).

Lateness/Tardy: Shall be defined as reporting to work late and punching in after your assigned starting time on your regular scheduled shift, or punching in late for a committed starting period, or returning late from break and is counted as a violation.

Leaving Early: Shall be defined as clocking out prior to the end of your regular scheduled shift, without prior notification to and authorization from the Employer and is counted as a violation unless excused by the Employer.

Grace Period: For the purpose of lateness a seven (7) minute grace period is granted clocking in within grace period will not be counted as an occurrence. Anything beyond the seven (7) minutes grace period will be counted as a violation.

Clocking in or out: Employees who forget to clock in or out must notify a supervisor or manager immediately. Failure to notify a supervisor or manager immediately will be counted as lateness or as leaving early, as applicable.

Excused Absence: Shall be defined as approved requests including holidays, FMLA, workers compensation leave, bereavement leave, jury duty, military leave, pre-arranged vacation days or any other leave protected by the law, approved Union business, court appearances when advance notice is provided to the company. All other unapproved absences, will be subject to the progressive disciplinary occurrences listed in Article 9 under Discharge and Discipline.

The Employer shall not issue discipline to employees who provide a doctor's note and/or if the employee is paid for the sick day (s).

The Employer reserves the right to verify any notes with the issuing doctor.

The Employer also reserves the right to after the employee has exhausted all of their PTO time, request a doctor's notice for any absence of three (3) or more consecutive work days and the note must be submitted to the Employer upon employee's return to work. Any two or more consecutively scheduled work days absent (illness/medical related) shall be considered as one occurrence, unless excused.

Progressive discipline will be applied for the following specified number of occurrences for an (12) month period. If an employee goes violation free for a consecutive (12) month period worked from their most recent violation, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a base for disciplinary action.

Attendance occurrences record shall be defined below, employees will be subject to progressive discipline as per the occurrence table.

3rd occurrences Verbal Warning

6th occurrences Written Warning

9th occurrences Final Warning or Suspension (1) one day.

12th occurrences Termination

The parties agree that an occurrence is defined as being late, absent, or leaving early.

If any employee is late or leave early the employee will be charged with (1/2) of occurrence unless the employee notifies, and is authorized and excused by the Company (i.e. sick, and emergency).

If any employee is absent from schedule a work day the employee will be charged with one (1) occurrence unless the employee is excused by one of the above mention excuse in this article.

Exhibits



SP+ focuses on taking the uncertainty out of the customer journey and will provide MIA and its patrons with the services and solutions that *Make the Journey Remarkable*.



Exhibit 1

Joint Venture Approval Letter and Agreement



Miami-Dade County



Office of Small Business Development
111, NW 1st Street, 19th Floor
Miami, FL 33128
T: 305-375-3111 F: 305-375-3160
www.miamidade.gov

Daniella Levine Cava, Mayor

May 6, 2025

Mr. Robert Reiser, President, SP Plus LLC
& Ms. Dynise Perry, President, Excel Strategies, Inc.
Joint Venture – **Airport Parking Associates**
16200 Brookpark Road, 2nd Floor
Cleveland, Ohio 44135

Dear Mr. Reiser & Ms. Perry

The Office of Small Business Development (SBD) has completed the review of your joint venture agreement submitted for registration as established Joint Venture under the Small Business Enterprise (SBE) Program. The Joint Venture is officially registered in accordance with Section 2-8.1.1.1.1 of the Code of Miami Dade County.

This Joint Venture registration is valid for the limited purpose and scope set forth in the joint venture agreement made effective April 1, 2025, by and between **SP PLUS LLC and EXCEL STRATEGIES, INC.** provided there are no changes to **Section 1.06 Terms:** The Terms of the Joint Venture or termination for reasons noted in Section 7.02 of the agreement. Excel Strategies, Inc. the Small Business Enterprise-Goods and Service firm (SBE-G/S) and Forty-Nine percent (49%) partner is required to maintain their SBE-G/S certification through the submittal, selection, and award process. Failure of the SBE-G/S firm to comply with the said responsibilities may result in an immediate action to decertify the joint venture.

As an eligible joint venture, you may propose on a county project and based on the SBE-G/S ownership will receive a Bid Preference or Selection Factor of five (5) percent or points.

Thank you for your joint venture submittal and your interest in doing business with Miami Dade County.

Sincerely,

A handwritten signature in black ink, appearing to read "Laurie Johnson".
Laurie Johnson
Interim Director

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") dated as of the Effective Date (hereinafter defined) by and between SP Plus LLC, a Delaware limited liability company ("SP"), and Excel Strategies, Inc., a Florida corporation ("Company").

RECITALS:

- A. SP is an experienced national provider of parking and related services.
- B. Company is a **local** duly certified Airport Concession Disadvantaged Business Enterprise ("ACDBE"), Disadvantaged Business Enterprise ("DBE") and Small Business Enterprise ("SBE") with parking management experience at the Miami International Airport.
- C. SP and Company desire to form a joint venture (the "**Joint Venture**") between them as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration received, SP and Company hereby agree as follows:

1. **Purpose.** By this Agreement, the parties hereby create a Joint Venture as of the Effective Date for the purposes of:

- (a) Preparing and submitting a proposal in response to Solicitation PM-EVN0003874 ("**RFP**") issued by Miami-Dade County ("**County**"); and
- (b) Managing and operating the parking services contemplated under the RFP (the "**Services**") located at and serving Miami International Airport (the "**Airport**"), if an agreement to provide the Services (the "**Airport Agreement**") is awarded by the County to the Joint Venture pursuant to the RFP.

2. **Name.** The Joint Venture shall be conducted under the name of Airport Parking Associates and, if the Airport Agreement is awarded to the Joint Venture, the Airport Agreement under which the Joint Venture will manage and operate the Services shall be entered into in the aforesaid name.

3. **Term.** The effective date (the "**Effective Date**") of this Agreement shall be April 1, 2025, continuing until terminated under the terms and conditions set forth in Section 13 herein.

4. **Business.** If the Airport Agreement is awarded to the Joint Venture, SP and Company shall be responsible for keeping and fulfilling the terms, covenants and conditions of the Airport Agreement. As between the parties hereto:

- (a) SP shall be responsible for the preparation of all accounting reports and record keeping required under the Airport Agreement or necessary for the proper performance by the Joint Venture under the Airport Agreement, for the day-to-day management of the Services, including implementing methods of operating, cash control management, on-site record keeping and payment of all operating expenses. SP shall also be responsible for general supervisory and operational control of the Services, accounting, banking, audit, and specialized services such as engineering, labor relations, public relations, and advertising.
- (b) Company shall be responsible for management and operation of valet services at the Airport (currently located in both the Dolphin and Flamingo Garages) to include day-to-day oversight, staffing, collection of parking charges, and other related responsibilities as needed from time to time. Company will be allocated appropriate staff, which may include supervision, valet hikers/runners/attendants and cashiers, as approved by SP and the County. Company may be responsible for additional services such as car wash, parking reservations and customer loyalty programs as approved by the County and agreed upon by the partnership.

5. **Interest in Joint Venture.** The respective percentage interests of the parties in this Joint Venture shall be:

SP	<u>51</u>	%
Company	<u>49</u>	%

6. **Distribution of Profit.** The Net Profit (defined below) earned by the Joint Venture shall be determined in accordance with generally accepted accounting principles uniformly applied. "Net Profit" shall mean the gross revenue received by the Joint Venture, less all parking management related expenses not reimbursed by the County (such as SP's bonds, travel, legal, bookkeeping and audit costs related to the operation, and all taxes, licenses, fees or other costs not reimbursed by the County, arising from or attributable to the operation). SP's off-site administrative expenses shall not be deducted from Net Profit.

Net Profit shall be calculated on a quarterly basis and paid within thirty (30) days after the close of each quarter-year, subject to an annual adjustment at the end of each fiscal year (a 12-month period beginning on the effective date of the Airport Agreement, and each 12-month period thereafter).

Each party shall receive its share of Net Profit pursuant to its percentage interest in the Joint Venture as defined above in this Section 6.

7. **Apportionment of Losses.** Each party shall bear its share of any net loss sustained by the Joint Venture in any fiscal year ("Net Loss") according to its interest in the Joint Venture. Net Losses shall be calculated on a quarterly basis, but be cumulative in effect (*i.e.*, continue from each quarter-year to the next quarter-year) over the term of this Joint Venture Agreement. Any assessment

against SP for a loss shall be payable to the Joint Venture not later than thirty five (35) days after the close of each quarter-year. Any assessment against Company for a loss shall be payable by Company, or at its option, deducted from the next Net Profit payable to Company with respect to the quarter-year (the "**Next Quarter**") immediately following the quarter-year to which the Net Loss relates (the "**Net Loss Quarter**"). In the event the Net Profit payable to Company, if any, with respect to the Next Quarter is not sufficient to pay all of its share of the Net Loss with respect to the Net Loss Quarter, Company shall pay the difference between the Net Loss and Net Profit not later than thirty five (35) days after the close of the Next Quarter.

8. Capital Investment. The initial capital investment of each Joint Venture partner shall be as follows:

SP	\$5,100
Company	\$4,900

SP agrees that prior to making any capital investment with respect to the Services or for the purpose of performing the Airport Agreement, it will notify Company as to the type and amount of capital equipment and/or improvements to be purchased and/or installed. Each party shall provide the necessary funds (the "**Funds**") for such capital investment in proportion to its interest in the Joint Venture, or such other amounts as the parties may otherwise agree. Or, Company may elect to have SP advance to the Joint Venture all of the Funds necessary to make the capital expenditures. The Joint Venture shall reimburse SP and Company (or SP alone, if SP shall advance all of the Funds without contribution by Company) any capital advance so made in equal monthly installments over the remainder of the initial term of the Airport Agreement together with interest on the outstanding balance of such capital advance at the then-current prime interest rate of Citibank, N.A. plus 2%.

9. Accounts and Records.

- (a) Books of account correctly and adequately reflecting the business of the Joint Venture shall be kept by SP in accordance with good accounting principles, provided that operating expenses will be accounted for on a cash basis, and according to the accounting standards set forth in the Airport Agreement, which standards are incorporated herein by reference.
- (b) Reports of the financial condition of the Joint Venture and progress of business shall be made to Company every thirty (30) days.
- (c) All books of the Joint Venture shall be open to inspection and copying by Company at all reasonable times. If either party shall request a meeting to examine and otherwise discuss the Joint Venture's financial condition, record keeping, distributions, tax returns or related matters, then the other party shall meet, whether in person or virtually by "zoom" call or similar means, on a date mutually agreed upon.

- (d) All tax returns shall be prepared and filed by SP, provided Company may elect to review such returns at any time.
- (e) Record retention shall conform to the time period specified in the Airport Agreement.

10. Management. The Management Committee shall mean each of the Joint Venture partners. SP shall be the Joint Venture's Managing Agent. As Managing Agent, SP shall be responsible for fulfilling the accounting and recordkeeping duties set forth in Section 9 and for fulfilling the commitments to Company under Section 9.

The Managing Agent's powers shall include, without limitation, the power to (i) open bank accounts, (ii) expend funds on behalf of the Joint Venture consistent with the terms of this Agreement and the Airport Agreement and (iii) establish an office for the Joint Venture.

The Managing Agent shall also have the right to negotiate the terms and conditions of any amending agreement(s) with the County and the right to execute agreements and/or documents in the name and on behalf of the Joint Venture; provided, however, that the Managing Agent will refer to the Management Committee for approval any such amendments or documents that may materially affect the Joint Venture, the Airport Agreement or the relationship with the County.

Management Committee approval shall be necessary for any decision to acquire or merge the Joint Venture with another business entity and for any decision to materially change the nature or scope of the Joint Venture's business.

The Management Committee shall meet on a schedule to be mutually agreed upon, but no less frequently than once per quarter-year, to discuss and reach consensus and decision concerning the management of the Joint Venture and the fulfillment of the Airport Agreement. Meeting minutes shall be taken by the Managing Agent.

11. Relationship. This Joint Venture is created exclusively for the purposes set forth in Section 1 herein and nothing in this Agreement is to be construed as authorizing either party hereto, except as to the extent required of SP herein as Managing Agent, to act as a general agent for the other party or to bind the other party in any way or to any extent other than as set forth in this Agreement. Neither party hereto shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose.

Neither joint venturer shall be considered to be an employee of the other venturer, and neither party shall acquire any rights under any pension, stock option, insurance, compensation or any other employee benefit plan of the other party. Each party shall be responsible for the filing and payment of its own personal taxes, and for its own general liability, automobile and other insurance.

12. Alienation of Interest. Neither party may sell, transfer, pledge or encumber its interest herein, or any part thereof, without the written consent of the other party, it being understood that

the transfer of stock of SP shall not be prohibited. Any attempted alienation made in violation of this provision shall be invalid and ineffective as to the Joint Venture.

Notwithstanding the foregoing, SP is hereby given the right to assign its interest in this Joint Venture Agreement to an affiliate or to a corporation owned or controlled by SP. A transfer of this Agreement by operation of law to the survivor of a corporate merger shall not be deemed an assignment for purposes of this Section.

13. Termination. This Agreement shall continue until the first to occur of any one of the following conditions, at which time it shall terminate:

- (a) The proposal submitted by the Joint Venture is rejected by the County or the County awards the Airport Agreement to a third party or the County withdraws the RFP without making an award; or
- (b) Upon the termination or expiration of the Airport Agreement; or
- (c) Failure or incapacity of either party hereto to perform its obligations and duties under this Agreement; or
- (d) Either party files or has filed against it a petition or similar action in bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, which is not dismissed within 90 days; or
- (e) An unauthorized alienation of interest where the remaining party elects to terminate; or
- (f) By mutual agreement of the parties in writing; or
- (g) Written notice by either party upon or after the occurrence of any of the following:
 - (1) The other party or any of its principals is convicted of a criminal offense involving a felony, moral turpitude, fraud, theft, misrepresentation, embezzlement, dishonesty or a sentence of imprisonment; or
 - (2) The other party or any of its principals commits any act or engages in any activity or behavior, whether civil or criminal, legal or illegal, which reasonably is determined to be offensive or detrimental to the terminating party's image, goodwill or reputation in the community; or
 - (3) Willful misconduct or gross negligence by the other party or its principals in performing its assigned duties hereunder, which misconduct or gross negligence continues after the terminating party has provided written notice and 10 days to cure the alleged misconduct or gross negligence.

For purposes of this Subsection (g), principals shall include a party's officers, directors or principal owners.

- (h) Upon written notice by SP, in the event Company shall fail to maintain its status as a duly-certified ACDBE, DBE or SBE. Termination may not occur if renewal of certification is delayed due to administrative processes.

Notwithstanding anything in this Section 13 to the contrary, the rights of the parties herein shall survive the termination of this Agreement until all financial arrangements between the parties have been concluded.

14. Representations and Warranties of the Parties. Each party warrants and represents to the Joint Venture and to the other party that it has been advised that its investment in the Joint Venture may not be readily liquid; that its interest in the Joint Venture is being acquired for its own account and not with a view to resale or distribution thereof; that Company has been advised by SP that its investment is one of high risk; that Company has made an investigation of all aspects of its investment to the extent deemed necessary by it; that it has reviewed and understands this Agreement and its relationship with SP herein and is satisfied with the results thereof.

15. Confidentiality. SP and Company recognize that each will have access to confidential and proprietary information of the other. All such information shall be treated confidentially and shall be used only for the purposes intended.

With respect to the RFP, Company may not partner or join any other operator in a proposal in response to the RFP, nor may Company serve as a subcontractor of any other operator under any Airport Agreement that may be awarded pursuant to the RFP to such operator.

16. Non-Discrimination. The Joint Venture and each of its partners agree to abide by all applicable local, State and federal non-discrimination and equal employment opportunity laws, including without limitation the non-discrimination and equal business opportunity policies of the County.

17. Waivers. No waivers of default by either party of any term, covenant or condition herein to be performed or observed by the other party shall be construed or operate as a waiver of any subsequent default of the same or any other term, covenant or condition herein.

18. Severability. If any provision herein is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision herein, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

19. Notices. Any notice or communication required to be given or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the

same, postage prepaid, by United States registered or certified mail, return receipt requested, at the following addresses:

If to SP:	SP Plus LLC Attn: Legal Department 200 E. Randolph Street, Suite 7700 Chicago, Illinois 60601
With copy to:	SP Plus LLC Attn: Robert Reiser, President – East Airports 16200 Brookpark Road, 2 nd Floor Cleveland, Ohio 44135
If to Company :	Excel Strategies, Inc. Attn: Dynise Perry, President 2766 NW 62 nd Street Miami Fl 33147

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

20. Miscellaneous.

- (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (b) This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.
- (c) This Agreement replaces all prior agreements between the parties and may be amended only with the written consent of both parties.
- (d) This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be considered valid, legally binding and effective for all purposes. At the written request of either party, the parties shall execute this Agreement with original signatures.

IN WITNESS WHEREOF, SP and Company have executed this Agreement as of the Effective Date first above written.

SP Plus LLC

By: 
Name: Robert Reiser
Title: President – East Airports

Excel Strategies, Inc.

By: 
Name: Dynise Perry
Title: President

Exhibit K
Executed Affidavits
(to be provided by Proposer)



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:

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.: EVN0003874

Solicitation Title: Management and Operations of Public Parking Facilities at Miami International Airport

By: Bob Reiser
Signature of Affiant

Date: August 21, 20 25

Bob Reiser, SP+ President - East Airports,
Printed Name of Affiant and Title

6 / 2 - 1 / 6 / 7 / 8 / 0 / 9 / 7
Federal Employer Identification Number

Airport Parking Associates
Printed Name of Bidder/Proposer

16200 Brookpark Road, 2nd Floor, Cleveland, OH 44135

Address of Bidder/Proposer



State of Ohio
County of: Cuyahoga

This instrument was sign before me on 8/21/2025 by Bob Reiser.

Notary Signature

Rev. 12072021

MDC190



Exhibit A

Below listed are all other parties (legal entity) bidding/proposing in referenced competitive solicitation

Solicitation No. EVN0003874

Solicitation Title: Management and Operations of Public Parking Facilities at Miami International Airport

<u>ABM Aviation, Inc.</u>
<u>Airport Parking Associates</u>
<u>All Professional Cleaning, LLC</u>
<u>LAZ Florida Parking, LLC</u>



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.

Airport Parking Associates 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: Bob Reiser

Title of Contractor's Authorized Representative: President - East Airports

Signature of Contractor's Authorized Representative: Bob Reiser

Date: 5/29/2025



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.](#)

Airport Parking Associates 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: Bob Reiser

Title of Contractor's Authorized Representative: President - East Airport

Signature of Contractor's Authorized Representative: Bob Reiser

Date: 5/29/2025