MANAGEMENT AGREEMENT

BETWEEN

BROWARD COUNTY, FLORIDA

AND

FOR

AIRPORT ECONOMY PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

RLI #20150901-0-AV-01
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BETWEEN

BROWARD COUNTY, FLORIDA

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AIRPORT ECONOMY PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

RLI# 20150901-0-AV-01

This is a MANAGEMENT AGREEMENT FOR AIRPORT ECONOMY PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES ("Agreement"), made and entered into by and between:

BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "County,"

AND

____________________, authorized to do business in the state of Florida, its successors and assigns, hereinafter referred to as "Operator."

WHEREAS, the County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the Operator is experienced in the business of managing and operating airport parking operations, and bumper-to-bumper passenger transportation services similar in nature to the requirements of this Agreement; and

WHEREAS, the County desires to grant to Operator the right to provide the services required under this Agreement, subject to the terms and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the County and the Operator
hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

ARTICLE I
INCORPORATION OF RECITATIONS; DEFINITIONS

The foregoing recitations are true and correct and are hereby incorporated herein by reference.

1.1 Affiliate shall mean an entity which is controlled by or under common control with another entity, and "control" shall mean ownership of not less than fifty percent (50%) of all the voting stock or equitable interest in such corporation or entity.

1.2 Agreement shall mean this Management Agreement for Airport Economy Parking and Enhanced Location Specific, Round Trip, Bumper-To-Bumper Passenger Transportation Services, including any supplements, modifications or amendments thereof.

1.3 Airport or FLL shall mean the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida.

1.4 Airport Concession Disadvantaged Business Enterprise or ACDBE shall have the definition found in 49 CFR Part 23 of the Regulations of the Office of the Secretary of the United States Department of Transportation or as may be amended in the future.

1.5 Airport Economy Parking or AEP shall mean the surface parking area which is depicted in Exhibit A, and including the entry and exit toll plazas for the AEP, to be used as part of the Bumper to Bumper Passenger Transportation Services pursuant to this Agreement. From time to time, the parking area designated for Bumper to Bumper Passenger Transportation Services may be changed, relocated, moved, reduced in size or increased in size, pursuant to the provisions of this Agreement and thereafter such revised location or locations shall be the "Airport Economy Parking" or "AEP" for purposes of this Agreement and the provisions hereof.

1.6 Airport Terminals or Terminals shall mean the terminal buildings at the Airport, including the existing buildings and as they may be expanded during the term of this Agreement.

1.7 Annual Gross Revenues shall mean the aggregate amount of all Gross Revenues during any Contract Year.

1.8 Annual Management Fee shall mean the total dollar amount to be computed and paid monthly in arrears by the County to the Operator for the management and
operation of the Bumper-to-Bumper Passenger Transportation Services in accordance with the provisions of this Agreement.'

1.9 **Applicable Laws and Regulations** shall mean all applicable present, future and as may be amended from time to time, federal, state, County, quasi-governmental, and local laws, ordinances, codes, rules, regulations, permits, and orders, including but not limited to, advisory circulars, tariffs, security laws and regulations, the Airport's Security Program, all TSA and FAA requirements, the Airport's rules and regulations, and environmental laws and regulations, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 USC Section 6901, et seq.), the Clean Water Act (33 USC § 1251 et seq.), the Safe Drinking Water Act (42 USC Section 300 et seq.), the Hazardous Materials Transportation Act (49 USC Section 5101 et seq.), and the Toxic Substance Control Act (15 USC Section 2601, et seq.).

1.10 **Automated Vehicle Identification System** or AVI shall mean the radio frequency identification technology in use from time to time by the Florida Turnpike Enterprise's SunPass Plus System and County's shuttles to gain access in and out of the AEP.

1.11 **Assigned Areas** shall include the AEP (which is the public parking area to be managed by the Operator under this Agreement) including the entry and exit toll plazas in the AEP and also any other areas assigned to the Operator or managed by the Operator under this Agreement, from time to time, all as shown on Exhibit A, as it may be amended. The transportation route and shuttle stops for the Bumper-to-Bumper Passenger Transportation Services as of the Commencement Date are shown on Exhibit E, attached hereto. Such routes and shuttle stops may be changed from time to time by the Aviation Department, as provided in this Agreement.

1.12 **Aviation Department** shall mean the Broward County Aviation Department (or such other named County organization that from time to time may exercise functions equivalent or similar to those now exercised by such department) and its Director of Aviation, or authorized representative of the Director of Aviation.

1.13 **Bumper-to-Bumper Passenger Transportation Services** and services shall mean management and operation of the AEP, the entry and exit toll plazas in the AEP, and the other Assigned areas, the passenger transportation services to be provided pursuant to this Agreement, including without limitation, picking up and dropping off passengers and their baggage at the AEP and at the Airport Terminals, the collection
of Gross Revenues from the patrons of such services, and all other services provided pursuant to this Agreement.

1.14 **Business Day** shall mean any day of business other than Federal and County holidays, Saturdays, and Sundays.

1.15 **Commencement Date** shall mean the date this Agreement commences, which shall be __________, 2015.

1.16 **Commission** or **Board** shall mean the Broward County Board of County Commissioners.

1.17 **Contract Year** shall mean the period beginning on the Commencement Date of this Agreement and ending twelve months from such date and each twelve month period thereafter, until the termination of this Agreement.

1.18 **County** shall mean Broward County, a body corporate and a political subdivision of the state of Florida.

1.19 **County Administrator** shall mean the person that is the administrative head of the County appointed by the Board.

1.20 **County Attorney** shall mean the chief legal counsel for County appointed by the Board.

1.21 **County Change Fund** shall mean the cash funds in the amount sufficient to meet the daily change fund requirements, as authorized by the Aviation Department, in writing to the Operator.

1.22 **Days** shall mean the calendar days of the week, consisting Sunday through Saturday.

1.23 **Director of Aviation** shall mean the Aviation Director or the Acting Aviation Director of the Broward County Aviation Department, or such person as is authorized by the
Director of Aviation to act on behalf of the Aviation Department with respect to this Agreement.

1.24 **Disincentive Fees** shall mean the fees established pursuant to Sections 6.40 and 6.41 of this Agreement.

1.25 **Duty Manager** shall mean the employee of the Operator who is responsible for managing the AEP and the Bumper-to-Bumper Passenger Transportation Services in the absence of the Manager.

1.26 **Effective Date** and the date this Agreement shall be effective, shall be the date by which this Agreement is fully executed by the County and the Operator.

1.27 **Equipment/Furnishings** shall mean all equipment and furnishings used by the Operator in the provision of the Bumper-to-Bumper Passenger Transportation Services, excluding the Transportation Vehicle Fleet. Such items shall include, but not be limited to, golf carts, radios, and office equipment.

1.28 **Federal Aviation Administration** or FAA shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.

1.29 **Gross Daily Collections** shall mean all revenues collected daily by the Operator for the payment of all parking fees and charges for the services.

1.30 **Gross Revenues** shall mean all revenues collected by the Operator under this Agreement, whether the same shall be paid or unpaid, which are connected to provision of the services under this Agreement, including without limitation, all fees collected from persons utilizing the services provided by the Operator and all sales taxes (and any other taxes) collected by Operator from patrons of the services provided by the Operator. Gross Revenues shall not include refunds to customers pursuant to Section 6.13 of this Agreement.

1.31 **Management and Operations Plan** shall mean the written plans developed and submitted by the Operator to the Aviation Department (and as approved by the Aviation Department) detailing the methodology to manage and operate the AEP and the Bumper-to-Bumper Passenger Transportation Services, and also the
maintenance requirements for vehicles, equipment and facilities covered by this Agreement, as provided in this Agreement and in such plan.

1.32 Manager shall mean the employee of the Operator responsible for managing and operating the AEP and the Bumper-to-Bumper Passenger Transportation Services.

1.33 Operating Procedures shall mean the written procedures developed by the Operator relating to the overall operation and management of the AEP and the Bumper-to-Bumper Passenger Transportation Services.

1.34 Operator shall mean ____________________, its successors and assigns, and Operator's subcontractors under this Agreement.

1.35 Operator's Parties shall mean the officers, agents, employees, partners, contractors, subcontractors, guests and invitees of Operator and its Affiliates.

1.36 Parking Access and Revenue Control System or PARCS shall mean the mechanical, electronic, and computerized equipment provided by the County from time to time, to control and record entrances and exits from the AEP, as well as other Airport parking facilities, which may include, but not be limited to, loop detectors, gate arms, ticket dispensers, cash registers, fee indicators, computerized data management systems card access systems, license plate inventory system ("LPI"), license plate recognition system ("LPR"), pay-on-foot terminals ("POF"), SunPass Plus System, parking reservation system, proximity card system, software and license, and any other administrative or management systems related to the PARCS.

1.37 Person and person shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Agreement to any one of the foregoing types of persons shall be deemed a reference to all other types of persons.

1.38 Reimbursable Expense shall mean: (i) all Aviation Department pre-approved budgeted operating expenses incurred by the Operator in the provision of Bumper-to-Bumper Passenger Transportation Services (including the operation of the AEP and all other all Assigned Areas), and (ii) all other Aviation Department pre-approved expenses that are not provided for in the budget, but which are individually pre-approved in writing by the Aviation Department, as provided in Article V (including
approved start-up expenses). Reimbursable Expenses are separate from, and in addition to, the Annual Management Fee.

1.39 **Subcontractor** and subcontractor shall mean any person, entity, or organization the Operator contracts with to fulfill any of Operator’s duties or ACDBE requirements under this Agreement.

1.40 **SunPass Plus System** shall mean the Florida Turnpike Enterprise’s SunPass Plus System electronic prepaid toll program, utilizing transponders, to gain access in and out of the AEP.

1.41 **Term of this Agreement** or words of similar import shall mean the term set forth in Article II, hereof, including the initial term and any extension thereof, as applicable.

1.42 **Termination Date** shall mean the termination date set forth in Article II of this Agreement, or any earlier date that this Agreement is terminated pursuant to its provisions.

1.43 **Transportation Vehicle Fleet** shall mean all transportation vehicles and equipment procured for the exclusive use of this Agreement, as described on Exhibit F, and as may be amended from time to time.

1.45 **TSA and Transportation Security Administration** shall mean the federal Transportation Security Administration, or any successor agency.

Additional words and phrases used in this Agreement but not defined above shall have the meanings as defined in this Agreement, or if not defined herein, shall have their usual and customary meaning.

**ARTICLE II**

**TERM**

The term of this Agreement ("Term") shall be for five (5) years. The Agreement shall commence on __________, 2015 ("Commencement Date") at 12:00 a.m. and shall terminate at 11:59 p.m. on, __________ 2020 ("Termination Date"), unless sooner terminated as provided herein.

**ARTICLE III**

**PRIVILEGES AND OBLIGATIONS OF THE OPERATOR**

3.1 The Operator shall have the non-exclusive right, privilege and obligation to manage and operate the Assigned Areas, including the AEP and the other Assigned Areas, and to provide the Bumper-to-Bumper Passenger Transportation Services according to the terms and conditions of this Agreement.
3.2 The Operator is to provide all personnel, custodial services, and office equipment and all supplies for the operation and management of the Assigned Areas, including the AEP, but excluding the PARCS.

3.3 The County reserves the right to change, remove or delete Assigned Areas, including the AEP, from this Agreement and to change, delete or remove the shuttle stops from this Agreement, and to change the shuttle route, or to change designations of such areas in order to use any such areas for other Airport purposes (including without limitation parking or shuttle services operated by the County’s Aviation Department or under a separate contract with another service provider), or during construction activities, or to meet operational needs of the Airport. In the event the Aviation Department deems it desirable to remove or change any Assigned Areas from the scope of this Agreement or that Operator operate at different, reduced, or fewer Assigned Areas than those reflected on Exhibit A, or that the designation of an Assigned Area be changed from one type of use to another type of use, or to change Exhibit A or Exhibit E in any respect, then upon written notice by the Aviation Department, Operator shall be required to move to any such reassigned areas, and to move from any areas designated by the Aviation Department to be no longer available under this Agreement, and to use any revised shuttle stops or shuttle route as may be required. Operator shall vacate areas that are removed from this Agreement and occupy all Assigned Areas that are in effect under this Agreement from time to time, and to use any revised shuttle stops or shuttle route without any expense to the County, except as permitted pursuant to subsections 3.3.1 through 3.3.3, below. Any change of the shuttle route that does not include the addition or deletion of shuttle stops shall not be subject to the provisions of subsections 3.3.1 through 3.3.3, below.

3.3.1 The Operator shall have the obligation, but not the right to operate from any additional or other Airport parking areas or additional or other designated areas at the Airport Terminals as directed by the Aviation Department. In the event that the Aviation Department deems it desirable to add any new Assigned Areas or shuttle stops (including without limitation, parking areas) to the operations of the Operator under this Agreement, the Director of Aviation shall send at least thirty (30) days advance written notice to the Operator, and both parties shall immediately begin negotiating any necessary adjustments to the Agreement, including, as appropriate, any adjustments to the annual budget, which shall be subject to approval as provided in Article V hereof, and any adjustment to the Annual Management Fee, which shall be subject to approval as provided in Section 3.3.3, below. Any adjustment in Reimbursable Expenses payable may include but not be limited to, the number of additional staff that are determined by the Aviation Department to be necessary to manage the additional facility.

3.3.2 In the event that the Aviation Department deems it desirable to remove any part of, or all of, any Assigned Areas or shuttle stops (including without
limitation, any parking areas as such may have been previously modified pursuant to the provisions of this Agreement), the Director of Aviation shall send at least thirty (30) days advance written notice to the Operator, and both parties shall immediately begin negotiating any necessary adjustments to the Agreement including, as appropriate, any adjustments to the annual budget, which shall be subject to approval as provided in Article V, hereof, and any adjustment to the Annual Management Fee, which shall be subject to approval as provided in Section 3.3.3, below. Any adjustment in Reimbursable Expenses payable may include but not be limited to the number of reduction of staff that are determined by the Aviation Department to be necessary to manage the reduced facility.

3.3.3 In the event of any reassignment or other changes as provided under this Section 3.3, an amendment to this Agreement shall be executed by the Director of Aviation and the Operator that revises Exhibit A or Exhibit E, as applicable, to reflect any such changes and the effective date thereof. Notwithstanding the foregoing sentence, the following shall be applicable to any changes in the Annual Management Fee: (i) if the amendment includes an increase in the Annual Management Fee, such amendment shall be subject to the approval of the Board; and (ii) if the amendment includes a decrease in the Annual Management Fee, the Director of Aviation is hereby authorized to execute any such amendment.

3.4 The Operator and Operator’s Parties shall have ingress to and egress from the Airport premises, over Airport public roadways, subject to Applicable Laws and Regulations. The County may, from time to time, substitute other means of ingress and egress. The County may at any time temporarily or permanently close or consent to or request the closing of any entrance or other roadway, and any other area at the Airport presently or hereafter used as a roadway. The Operator hereby releases and discharges the County, its successors and assigns, of and from any and all claims, demands or causes of action which the Operator may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other area used as such, whether within or outside the Airport.

3.5 Employees of the Operator and Operator’s subcontractors that provide services under this Agreement shall use the employee parking facilities designated by the Aviation Department for use by such employees while actively working, which use by designated employees shall be at no cost to the Operator, and its subcontractors, or their employees.

3.6 The Operator and any of its subcontractors shall comply with Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in state and local government services, in the course of providing any services funded in whole or in part by Broward County. Operator and its subcontractors must at all times comply with Applicable Laws and Regulations.
pertaining to disabled persons, including without limitation, the Americans with Disabilities Act of 1990, and the Code of Federal Regulations.

3.7 All vehicles (including both new and used) that will provide services under this Agreement must be accessible to disabled persons and must comply with all applicable provisions of the Americans with Disabilities Act of 1990, 47 CFR Section 38, and Applicable Laws and Regulations.

3.8 It is understood and agreed between the County and Operator that the County maintains and operates the Airport as a public facility, and that in order to render proper airport services to the public, the Assigned Areas, shuttle routes and shuttle stops, must be used only for the purposes specifically set forth in this Agreement, or as directed in writing by the Director of Aviation. Failure of the Operator to use the Assigned Areas as permitted by this Agreement shall constitute a breach of this Agreement, entitling the County to immediately terminate this Agreement and to all other remedies provided under this Agreement.

3.9 Operator shall, at its own expense, provide and maintain in full force and effect any and all licenses and permits required for the legal operation of all aspects of Operator's business.

3.10 During the term of this Agreement, and any extensions thereof, Operator and its Affiliates shall not enter into or remain, directly or indirectly, in any private parking arrangement that would result in the Operator's or any of its Affiliate’s management, ownership or investment in entities providing any offsite airport parking or offsite airport transportation services, that would require a permit or other agreement with the County under then current County policy or ordinances.

3.11 Safety Management System ("SMS"). Operator and all subcontractors shall report to the Aviation Department any and all incidents that occur on or about the Airport, as a result of any action or operations or use of Airport property, by Operator or any of Operator's Parties, or any of their employees, contractors, or agents, or anywhere else while Operator or any of Operator's Parties are providing services under this Agreement. Said reports shall provide adequate written details of the accident or incident and be sent to the Aviation Department and the Aviation Department's risk manager. Operator and Operator's Parties shall cooperate with the Aviation Department representatives and other County representatives with respect to any subsequent investigations of an incident. If a Safety Management System ("SMS") program is established at the Airport, Operator and Operator's Parties shall comply with that program immediately upon notification and receipt of the same from County.
ARTICLE IV
IMPROVEMENTS/EQUIPMENT/FURNISHINGS REQUIREMENTS

4.1 The County will provide the following, which will be provided and updated from time to time in accordance with County requirements:

(i) Parking spaces in the AEP (or other area) designated by the Aviation Department from time to time to be available for the services contemplated in this Agreement.

(ii) The entry and exit toll plazas in the AEP or other area designated by the Aviation Department to be available for the services contemplated in this Agreement.

(iii) Office space on-Airport, if available at the commencement of this Agreement. In the event that on-Airport office space is not available, Operator shall secure off-site office space, subject, to approval of the Aviation Department.

(iv) Entrance and exit equipment in the AEP or other area designated by the Aviation Department to be available for the services contemplated in this Agreement.

(v) A Parking Access and Revenue Control System or equivalent.

(vi) Air conditioning at the toll plaza facility or facilities, as currently available.

(vii) Public utilities service lines.

(viii) Fire and security alarms.

(ix) Lighting for the AEP or other area designated by the Aviation Department to be available for the services contemplated in this Agreement.

(x) Landscaping for the AEP or other parking area designated by the Aviation Department to be available for the services contemplated in this Agreement.

(xi) Trash removal service contracted by County.

(xii) Signage, located on the Airport’s roadways and parking areas.

4.2 Operator shall be responsible for budgeting for and obtaining (pursuant to an Aviation Department approved budget) all Equipment/Furnishings necessary to operate the Bumper-to-Bumper Passenger Transportation Services, whether requested by Operator or County.
4.3 The County owns all existing Equipment/Furnishings that are located at the Assigned Areas. Title to all other items that are paid for by the County to Operator as a Reimbursable Expense shall be vested in the County, upon payment of such Reimbursable Expense to Operator and, upon any request by the Aviation Department, Operator shall execute a bill of sale or documentation of title that is acceptable to the County for any such items. Notwithstanding the foregoing, motor vehicles will immediately be assigned a Broward County asset number upon County's payment of such Reimbursable Expense; however, title shall be vested in the Operator until the expiration of this Agreement, at which time title shall be transferred to the County or its designee by the Operator through documentation that is acceptable to the County.

4.4 The Operator shall be required to procure a Transportation Vehicle Fleet that is sufficient to provide the Bumper-to-Bumper Passenger Transportation Services as required by this Agreement.

(a) The County's representatives (including without limitation, the Aviation Department representatives), shall have the right to inspect all vehicles and equipment that are to be procured by Operator for the Transportation Vehicle Fleet. Following acquisition by Operator of any such vehicle or equipment, the County's representatives (including without limitation, the Aviation Department representatives) shall have the right to inspect same from time to time as to their continued acceptability for utilization of same in the Transportation Vehicle Fleet.

(b) Operator shall not procure or use any vehicle or equipment for the Transportation Vehicle Fleet that has not been approved by the Aviation Department and received a written statement from the Aviation Department that indicates a satisfactory inspection. Operator shall coordinate its activities in such a manner so as to ensure that sufficient transportation vehicles are available for assignment at all times.

(c) The Transportation Vehicle Fleet shall be listed on Exhibit F to this Agreement. Exhibit F shall be updated when vehicles are removed or added to the fleet from time to time, the updated Exhibit F shall be initialed by the Operator and the Aviation Department.

4.5 Leasing of Vehicles and Equipment, Removal of Leased Vehicles and Equipment. Lease of vehicles and equipment shall be subject to the prior written consent of the Aviation Department. Any lease must be on commercially reasonable terms and shall not be entered into with an Affiliate of the Operator. In the event that the Aviation Department shall determine that any such lease is not in the best interest of the Airport or the County, for any reason whatsoever, then such lease shall not be entered into by the Operator. Lease payments under leases of vehicles or equipment that have been consented to in writing by the Aviation Department for reimbursement shall be a Reimbursable Expense.
4.5.1 All equipment leases and leases for the Transportation Vehicle Fleet must be in form and substance satisfactory to the Aviation Department and must be assignable, as determined by the Aviation Department, to the County, or the County’s designee, or to any other transportation vehicle operator, including without limitation any other County contractor that is providing transportation services to the Airport. The Director of Purchasing shall be authorized to approve any assignment of a lease to the County, up to the amount authorized under the County’s Procurement Code. The assignment to the County of any lease that is over the foregoing amount must be approved by the Board. In the event of a termination of this Agreement for any reason, the Operator shall promptly cause the assignment of all titles and leases for vehicles and equipment in the Transportation Vehicle Fleet, as determined by the Aviation Department, to the County, to the County’s designee, or to any other transportation vehicle operator of the County.

(a) It is the intent of the County that unexpired leases of vehicles and equipment in the Transportation Vehicle Fleet will be either assigned to the County, or to the County’s designee, or any other transportation vehicle operator, as directed by the Aviation Department. However, if the Operator has not satisfied the maintenance requirements of this Agreement with respect to any vehicle or equipment, then in the sole discretion of the Director of Aviation, the County may refuse to accept an assignment of the respective title or lease.

(b) Vehicle and equipment leases shall not be renewed upon their expiration unless any such renewal is first consented to in writing by the Aviation Department.

4.5.2 The parties agree that in the event that any lease that has received the consent of the Aviation Department pursuant to this Section 4.5 and that provides for sale of the vehicle or equipment upon the termination or expiration of the lease, then any payments required to be paid by the lessee under the lease to the lessor based on a failure to realize a predetermined or minimum price from the sale of the vehicle shall be a Reimbursable Expense, provided that the vehicle or equipment has been properly maintained by the Operator. Any payments paid by the lessor under the lease to the lessee based upon achieving greater than the predetermined or minimum price upon sale of the vehicle or equipment shall be promptly paid to the County by the Operator.

4.5.3 The parties agree that if due to no fault of Operator, any leased vehicle or equipment is required by the Aviation Department to be removed from the Transportation Vehicle Fleet prior to the expiration of the lease, then any amount required to be paid by Operator to the lessor to achieve early termination of such lease shall be a Reimbursable Expense.
4.5.4 Each vehicle lease shall allow the Operator to install on-board systems and equipment to provide functionalities such as real-time vehicle tracking, passenger monitoring, video displays, and voice announcements. The installation may include but not be limited to, wiring, control units, interior and/or exterior signage, antennas, and transmitters.

4.6 It is understood and agreed that if the Aviation Department determines at any time that operations, vehicles or equipment under this Agreement should be increased or expanded, the Aviation Department and the Operator will together discuss the selection of type of vehicles and equipment to address the matter. The Operator shall provide the necessary capital, personnel and additional vehicles and other equipment to meet such requirements, subject to the provisions of this Agreement.

ARTICLE V
FEES, CHARGES AND ACCOUNTABILITY

5.1 For the management and operation of the AEP and Bumper-to-Bumper Passenger Transportation Services, the County will pay to Operator an Annual Management Fee. The Annual Management Fee shall commence on the Commencement Date.

5.1.1 The Annual Management Fee shall be $______.00 for each Contract Year during the term of this Agreement.

5.1.2 The County shall pay the Annual Management Fee in monthly installments, in arrears, on or before the thirtieth (30) day of the following month. For partial monthly periods under this Agreement, a partial monthly installment of the Annual Management Fee shall be payable, which shall be calculated based on the number of days during the partial month period.

5.2 The County shall also make monthly payments of Reimbursable Expenses to the Operator, which shall be computed and payable in arrears. The Operator shall not be reimbursed for any purchase made by Operator that is not approved by the County prior to purchase, as provided in this Agreement. Charges for purchases shall not be split between invoices in order to satisfy any purchase limits.

5.2.1 On or before the fifteenth (15th) day following the end of each month, the Operator shall submit to the County a monthly revenue report and a monthly expense report, by category, certified by an officer of the Operator on a form approved by the Aviation Department, which overall monthly report shall include all revenues and expenses of Operator and its subcontractors. The monthly expense report shall include paid invoices for subcontracted services.

5.2.2 Each monthly revenue report shall provide: (i) a detailed statement of Gross Daily Collections for all revenues received during the prior month, which
shall be displayed per day, for each day occurring during the month, and shall show any credits granted to any customers (by date credited) against Gross Revenues, whether or not the credit is permitted by this Agreement; (ii) an itemized report of Gross Revenues received during the prior month and credits granted to any customers, whether or not the credit is permitted by this Agreement, (iii) an explanation for each credit granted, with citation to any provision of this Agreement that allows such credit.

5.2.3 Each monthly expense report shall provide a detailed statement of Reimbursable Expenses for services provided during the prior month. Operator and its subcontractors shall submit to the Aviation Department the monthly expense report along with supporting documentation, by category of services provided, certified by an officer of the Operator or the subcontractor, as applicable, on a separate form for each category of the service provided, in a form that has been approved by the Aviation Department, containing such information as is required to be kept pursuant to this Agreement and also such additional information as may be from time to time required by the Aviation Department.

(a) This monthly expense report shall provide a summary of monthly Reimbursable Expenses, and shall serve as a monthly invoice to the County from the Operator for Reimbursable Expenses incurred by the Operator and its subcontractors, as applicable.

(b) In no event shall the County be required to make any reimbursement to the Operator for more than the actual hours of service provided to the Airport by any employee.

(c) Documentation of Reimbursable Expenses, including copies of invoices stamped paid, indicating date and check numbers and signed by the Operator, shall accompany each monthly expense report, including all premium billings and annual premium adjustment billings as submitted by the insuring company providing workers' compensation coverage, supporting logs and any other detailed documentation, as requested by the Aviation Department.

(d) The County reserves the right to request copies of the front and back of canceled checks prior to reimbursement.

(e) The monthly expense report shall also include a statement from the Operator indicating, on a monthly basis, the actual number of eight-hour cashier shifts, and part-time and overtime hours worked during month, including any additional personnel requested by the Aviation Department.
5.2.4 Upon receipt and approval by the Aviation Department of each monthly expense report (along with receipt of the applicable monthly revenue report), the County will process same and reimbursement of the monthly Reimbursable Expenses shall be made by the County within thirty (30) days following receipt of the monthly reports and County's acceptance of same. If, during the County review process, certain expenses are not approved for payment as Reimbursable Expenses, such expenses shall be deducted from the invoice and the approved portion of the invoice shall be processed for payment. No payment shall be made on any monthly expense report until after the County has received the monthly revenue report for the applicable period of time. The Operator must submit a request for reimbursement to the County within forty-five (45) days of payment of a Reimbursable Expense that the Operator incurred.

5.3 Within thirty (30) days following the Commencement Date, the Operator shall prepare and submit to County a line item operating budget for the period from the Commencement Date through the following September 30th, using the form attached hereto and made a part hereof as Exhibit B, and as described below.

5.4 In accordance with County's budget preparation schedule the Operator shall prepare and submit to County a line item operating budget for the each County fiscal year, October 1 through September 30, in a form approved by the Aviation Department, which budget shall be submitted by February 1 of each year for the following County fiscal year.

5.4.1 The budget must reflect operations in accordance with the Management and Operations Plan that has been approved by the Aviation Department and must correspond with County's budgeting process. Any expenses in excess of the dollar limits described by Subsection 5.4.3, below, must be separately itemized. The budget shall be subject to approval or disapproval by the Aviation Department within the normal County budget approval process. If the Aviation Department fails to approve or disapprove the proposed budget within the normal County budget approval process, then the existing budget shall remain in force until the proposed budget is approved. All approvals or revisions of said budget by the Aviation Department shall be set forth in writing and shall thereafter be binding upon the Operator.

5.4.2 The Aviation Department shall have the right to approve or disapprove all personnel retained by the Operator or its subcontractors to provide services under this Agreement.

(a) Operator shall submit with its annual budget, resumes of all management and supervisory level employees of the Operator and Operator's subcontractors.
(b) Operator shall submit background checks of all personnel, if so requested by the Aviation Department. The Operator shall obtain the background checks from the State of Florida Department of Law Enforcement or from other sources approved by the Aviation Department.

5.4.3 Operator must obtain prior written approval for the purchase and/or leasing in any budget year of equipment or items individually costing Five Hundred Dollars ($500.00), or more, or in a single invoice over One Thousand Dollars ($1,000.00). Any amounts exceeding the foregoing limits must be shown in the approved line item budget or receive the prior written approval of the Aviation Department.

5.5 The approved operating budget shall include all ordinary direct operating costs and expenses (collectively “Reimbursable Expenses”) to be incurred by Operator in the management and operation of the AEP and Bumper-to-Bumper Passenger Transportation Services including, but not limited to, the following:

(i) Any adjustment to managers and supervisors salaries must be in accordance with the operating budget submitted to the Aviation Department and requires written request to the County with justification. Any such increase in salaries of managers and supervisors must be consistent with industry standards based on staff performance.

(ii) The cost of ticket stock and employee parking media.

(iii) Use of towing service authorized by the Aviation Department.

(iv) The cost of purchasing or leasing Equipment/Furnishings and subsequent maintenance and repair of such Equipment/Furnishings. All purchases and leasing must be approved by the Aviation Department in accordance with Subsection 5.4.3.

(v) Supplies used for providing custodial services in the Assigned Areas.

(vi) The cost associated with any subcontracted services needed to fulfill an Aviation Department requirement during the period of this Agreement.

(vii) Security service used in connection with the handling of daily deposit of monies and the management of the County Change Fund.

(viii) Credit card transaction fees and bank fees related to management of the County Change Fund, net of interest income if interest bearing account is utilized.

(ix) Phone service including phone service for the operation of the PARCS. Additionally, the Operator is responsible for establishing all phone lines
required to operate any additional or upgraded Assigned Areas and PARCS components, as directed by the Aviation Department.

(x) Temporary signage, located on the Airport’s roadways and parking areas.

(xi) Costs associated with the procurement and/or installation of on-board systems and equipment as described in Subsection 4.5.4.

(xii) Costs to lease off airport operational office facilities specifically authorized by the Aviation Department, provided such facility must be within 5 miles of the Airport.

(xiii) Costs of fuel/oil, preventative maintenance and repair services as approved in the annual budget for the Transportation Vehicle Fleet.

5.6 The approved operating budget shall specifically exclude the following, which shall be deemed included in the Annual Management Fee:

(a) Administration, bookkeeping, and legal costs and expenses associated with general home office matters.

(b) Travel, accommodation, and general home office expenses, including long distance calls in connection with general home office matters.

(c) Postage associated with general home office matters.

(d) Bond requirements as provided in this Agreement.

(e) The cost of all licenses and permits obtained pursuant to then existing Applicable Laws and Regulations.

(f) Costs for obtaining background checks from the Florida Department of Law Enforcement or from other sources approved by the Aviation Department, including, but not limited to, drug testing and motor vehicle reports.

(g) The cost of employee uniforms, badges and other normal expenses for items utilized for the general convenience of Operator's employees (e.g., bottled water, personal sanitation, and the like).

(h) The cost of providing the County the annual audited financial statements required by Section 5.13.

(i) All insurance coverage as required by this Agreement, including without limitation vehicle insurance.

(j) Late fees, interests, penalties and fines of any kind.
(k) Costs of hand held radios system including batteries and chargers and costs of cell phones, computers, computer tables and related devices for assignment to on site personnel.

(l) Costs of any cellular phone service and cellular phones.

(m) Costs of custodial services required by Section 7.1.

5.7 The approved annual operating budget may be increased or decreased by the Aviation Department from time to time, but only if and to the extent that Aviation Department, in its sole discretion, deems such revisions necessary and appropriate under this Agreement.

5.8 Operator shall collect, account for, and deposit daily, through an armored car service, by 5:00 P.M. in a bank account designated by the Aviation Department, in the name of Broward County Aviation Department, all Gross Revenues, including sales taxes (and any other taxes collected from patrons of the services provided by Operator), collected on the previous virtual day from the operation of the AEP and Bumper-to-Bumper Passenger Transportation Services. Such armored car service shall pick up daily deposits on weekends and holidays and will deposit funds in the bank no later than 5:00 P.M. on the next Business Day. Any modification to the deposit schedule must have the prior approval of the Aviation Department.

5.9 All Gross Revenues derived from the operation of the AEP and Bumper-to-Bumper Passenger Transportation Services shall belong to County and shall be held in trust by Operator while the funds are in its custody and control. Should any Gross Revenues be lost, stolen, or otherwise removed without the written authorization of the Aviation Department from the custody and control of Operator prior to their deposit in the bank account designated by County, Operator shall be responsible for and shall deposit in said account a like sum of monies within forty-eight (48) hours of such loss, theft, or removal. Should said loss, theft, or removal be insured or otherwise secured by Operator, any payments made to County on account thereof shall, if appropriate, be reimbursed to Operator.

5.10 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent Operator is a contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Operator shall:

5.10.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by County were County performing the services under this Agreement;

5.10.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that
does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

5.10.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

5.10.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Operator to comply with the provisions set forth in this section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Article XI.

5.11 Audit Rights and Retention of Records. Operator and its subcontractors shall keep and maintain such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement, including, without limitation, all receipts, revenues, payments, and expenses with respect to the Bumper-to-Bumper Passenger Transportation Services, including without limitation all records of Gross Daily Collections, Gross Revenues, Annual Gross Revenues, labor, overhead, Reimbursable Expenses, payments to each of the subcontractors and all other payments, copies of all invoices, cash receipts, sales taxes (and other taxes) collected from patrons of the services provided by Operator, financial records, supporting records, statistical records, and all other documents pertinent to this Agreement (collectively, "books and records").

5.11.1 County shall have the right to audit the books, records, and accounts of Operator and its subcontractors that are related to this Agreement. All books, records, and accounts of Operator and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Operator its subcontractors, as applicable, shall make same available at no cost to County in written form. Operator further agrees to keep its books and records in accordance with generally accepted accounting principles and agrees to maintain such other books and records as the Aviation Department may request. Operator and its subcontractors shall keep separate books and records for the services provided under this Agreement.

5.11.2 The Operator and its subcontractors shall keep and maintain all books and records pertaining to this Agreement in the Operator's office at the Airport.
5.11.3 Operator shall preserve and make available at reasonable times for examination, inspection and audit by County, all books and records required to be maintained by this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books and records shall be a basis for County's disallowance and recovery of any payment upon such entry.

5.11.3 The Operator shall require its subcontractors to preserve and make available at reasonable times for examination, inspection and audit by County, all books and records required to be maintained by this Agreement (including without limitation all amounts charged to Operator) for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years following the end of each period covered by this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books and records shall be a basis for County's disallowance and recovery of any payment upon such entry.

5.11.4 If as a result of any audit conducted or obtained by County, it is established that Operator has understated any amounts owed or payable to the County in any report filed with the County by ten percent (10%) or more of amounts paid to County during the period covered by the audit, then the entire expense of the audit shall be borne by Operator.

5.11.5 If as a result of any audit conducted or obtained by County, it is established that Operator has overstated any amounts owed or payable to the Operator in any report filed with the County by ten percent (10%) or more of amounts paid by County during the period covered by the audit, then the entire expense of the audit shall be borne by Operator.

5.11.6 Operator shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 5.10. The provisions of this Section 5.11 shall survive the expiration or termination of this Agreement.

5.12 Truth-In-Negotiation Certificate.

5.12.1 Operator's compensation under this Agreement is based upon representations supplied to County by Operator, and Operator certifies that
the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

5.12.2 Execution of this Agreement by Operator shall constitute execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

5.13 The parking charge schedule for an Airport customer's parking of a vehicle in the AEP and use of the Bumper-to-Bumper Passenger Transportation Services will be established by the County. The County shall have the right to amend or otherwise change the parking charge schedule for Bumper-to-Bumper Passenger Transportation Services (including parking in the AEP as part of such services) at any time during the term of this Agreement.

5.14 Operator shall provide to the County annual audited financial statements on all Gross Revenues collected, and operating expenses incurred, by the Operator (including all of its subcontractors) from the provision of the Bumper-to-Bumper Passenger Transportation Services. The financial statements shall be prepared by an independent certified public accountant in accordance with the provisions of the codification of Statements on Auditing Standards. The special report shall be filed annually with the County within ninety (90) days after the end of each fiscal year during each year covered by this Agreement and shall include the following:

(a) Schedule of all Gross Revenues by category, by month, and by the separate services.

(b) Schedule of all operating expenses, including Reimbursable Expenses, by category, by month, and by the separate services. All Reimbursable Expenses shall be designated as such, and all non-Reimbursable Expenses shall be so designated.

(c) Differences, if any, by category between audited revenue and expenses and the sum of the monthly revenue/expense reports that are provided pursuant to Section 5.2 and any other applicable provisions of this Agreement.

5.15 The services to be provided by the Operator under the provisions of this Agreement shall not be performed by anyone other than the Operator unless the prior written approval from the Aviation Department is given. The Operator shall require all approved subcontractors to keep such records and accounts as may be
necessary in order to provide correct entries as to personnel hours and all other
amounts charged to Operator.

5.16 The County shall be the merchant of record for all credit card parking transactions. The Operator shall be compliant with Payment Card Industry Data Security Standards ("PCI-DSS"). To the extent Operator accepts, transmits or stores any credit cardholder data, Operator shall comply with the most recent version of the Security Standards Council’s Payment Card Industry ("PCI") Payment Application Data Security Standard, and upon request, provide the County a copy of the most recent quarterly Approved Scanning Vendor ("ASV") scan report or annual Attestation of Scan Compliance. If any software used by Operator is a payment application which processes, stores, or transmits credit card data, the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures shall be followed and current validation maintained.

5.17 The County shall fund a County Change Fund in an amount agreed to by the Aviation Department and Operator to be sufficient to meet daily change fund requirements, ("County Change Fund"). The County Change Fund shall be held in trust by the Operator for the account of the County, and the County Change Fund shall never be considered funds of the Operator. Operator shall account for amounts into and disbursements from the County Change Fund through monthly reporting to the Aviation Department, in the format required by the Aviation Department. The monthly report shall include, but not be limited to, the amount in the County Change Fund at the beginning and end of each report period, with tie-in to receipts from the garage operations. The Operator will establish controls and provide information regarding the County Change Fund as may be requested from time to time by the Aviation Department. The County shall replenish the County Change Fund as reasonably required. The County Change Fund may be increased or decreased from time to time at the sole discretion of the Aviation Department.

ARTICLE VI
OPERATIONAL STANDARDS

6.1 The hours of business during which Operator is to conduct its operations shall be twenty-four (24) hours a day, seven (7) days a week, including holidays. The Operator shall provide adequate personnel and vehicles at all times and this requirement shall be reflected in the Management and Operations Plan. The Operator shall provide additional or reduced staffing at such times as may be determined by the Aviation Department.

6.1.1 The Operator shall determine the number of courtesy transportation vehicles necessary to be in service to operate the Bumper-to-Bumper Passenger Transportation Services with a maximum five (5) minute passenger waiting time at the designated locations in the AEP and the
Airport Terminals. The number of vehicles in service must be commensurate with the demand at any time of the day to ensure that no passenger is without transportation longer than the five (5) minute waiting period unless a modification to the wait time requirement is approved in writing by the Aviation Department.

6.1.2 The Operator shall utilize innovative parking loading techniques, patterns, and procedures to minimize overall waiting times for passengers. Picking-up and dropping-off passengers shall take place directly at their automobiles (when possible, at the trunks/baggage compartments thereof) or, given specific circumstances, as close thereto as possible.

6.1.3 The courtesy vehicle drivers shall offer assistance to passengers with respect to the loading and unloading of baggage. The drivers shall also provide passengers upon pick-up in the AEP with a parking reminder form (form to be approved by Aviation Department) as to the exact parking location of their vehicles.

6.2 The Operator shall use its best efforts to manage Bumper-to-Bumper Passenger Transportation Services (including without limitation, the AEP) in a manner so as to maximize revenues and minimize costs, while providing the highest level of professional and courteous customer service.

6.3 On the Commencement Date of this Agreement and thereafter, Operator shall implement the Management and Operations Plan for the Bumper-to-Bumper Passenger Transportation Services that was submitted by Operator and approved by to the Aviation Department. The Operator shall update this plan on an annual basis, if so directed by the Aviation Department, and shall submit such updated plan for approval by the Aviation Department. The Aviation Department must approve all revisions and/or updates to said plan in writing.

6.3.1 The Operator agrees to demonstrate compliance with the rules, regulations, and operating procedures contained within the Management and Operations Plan. The burden of proving compliance with the Management and Operations Plan rests with the Operator.

6.3.2 A failure to comply with the Management and Operations Plan that has been approved by the Aviation Department shall be a default under this Agreement, entitling the County to exercise any and all remedies available hereunder.

6.3.3 Reasonable questions or complaints regarding the Operator's compliance with the Management and Operations Plan, whether raised by customers' complaints or on the Aviation Department's own initiative or otherwise, may be submitted in writing by the Aviation Department to Operator, and a written response must be provided by Operator within seven (7) days
thereafter. In addition, at the Aviation Department's request, Operator shall meet with the Aviation Department to review any complaints or concerns and to promptly correct any deficiencies.

6.4 The management and operation of the Assigned Areas and Bumper-to-Bumper Passenger Transportation Services shall at all times be under the supervision and direction of an active, qualified, competent on-site Manager who shall at all times be subject to the direction and control of the Operator. The Manager assigned to the Airport shall be available on-site during normal business hours or other hours as designated by the Aviation Department. The appointment of the Manager shall be approved at sole discretion of the Aviation Department.

6.5 The Operator further agrees to assign a qualified, competent on-site Duty Manager to be in charge of the management and operation of the Assigned Areas and Bumper-to-Bumper Passenger Transportation Services in the absence of the Manager and to act on behalf of the Manager. The appointment of the Duty Manager shall be approved at sole discretion of the Aviation Department.

6.6 Operator shall at all times retain qualified, competent, and experienced employees at the Airport to conduct its operations. Operator's employees shall be clean, courteous, efficient, and neat in appearance. Operator shall not employ any person or persons in or about the premises who shall use improper language, or act in a loud, boisterous or otherwise improper manner. The Aviation Department shall be the sole judge on the question as to whether the conduct of Operator's representatives is objectionable, and if so judged, Operator shall take all steps necessary to eliminate the conditions which have occasioned such judgment. Operator shall maintain a friendly and cooperative relationship with other tenants on the premises of the Airport, and shall not engage in open or public disputes, disagreements, or conflicts, tending to deteriorate the quality of the services offered at the Airport, or be incompatible to the best interest of the public or the Airport.

6.6.1 Operator shall develop and submit a written staffing plan to the Aviation Department for approval, outlining the base number of employees the Operator will use to operate the Bumper-to-Bumper Passenger Transportation Services (including the AEP) during various hours of the day. The proposed staffing plan shall be based upon generally anticipated normal operations of the Bumper-to-Bumper Passenger Transportation Services (including the AEP), as well as staffing needs for peak holiday travel seasons. The staffing plan shall include the classifications of employee positions and the responsibilities of each position.

6.6.2 Operator shall provide the level of staffing as set forth in a written monthly and an annual staffing plan, which may be amended from time to time subject to approval by the Director of Aviation. The monthly plan shall be reviewed with the Aviation Department by the 15th day of each month prior to the month it covers to ensure all peak or slow periods and holidays are properly accounted for.
6.6.3 Customer Service and Quality Assurance Expectations. The County’s goal is to provide world-class customer experiences by providing services that customers desire for good value; providing facilities that are convenient, easy to use, clean and comfortable; and creating a community-wide culture of customer service. Well-defined and highly effective customer service programs are expected from the Operator. The Operator will undergo scheduled and unscheduled quality assurance audits in order to ensure optimal customer service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer with a smile; making eye contact; being friendly and knowledgeable about the Airport; listening and responding politely; presenting a receipt and the correct change to the customer at the toll booth; thanking the customer with a smile, and taking the appropriate steps to resolve conflicts and issues brought to the Operator’s attention. The Aviation Department requires the Operator and its staff to attend customer service training offered by the County and all other such classes as directed by the Aviation Department (and such shall not be included in Reimbursable Expenses). All training provided by the Operator to its employees and the employees of its subcontractors must comply with Broward County and the Airport's standards of customer service. The cost associated with all additional training is the sole responsibility of the Operator, and shall not be a Reimbursable Expense. The County believes that a high quality and stable work force is key to providing outstanding customer service. The Operator is expected to maintain a positive work environment that encourages the development and growth of all employees.

6.7 The Operator’s (and its subcontractor’s) employees shall be of sufficient number so as to properly operate and manage the Bumper-to-Bumper Passenger Transportation Services (including the AEP). If so directed by the Aviation Department, the Operator shall provide for addition or reduction of employees. The Operator shall be reimbursed for the costs for additional employees if directed by the Aviation Department. At the Operator’s expense, the Operator’s and its subcontractor’s employees shall be provided with uniforms and badges which shall be subject to approval by the Aviation Department. All employees of Operator and its subcontractors shall be required to wear the appropriate Aviation Department approved uniforms and identification badges at all times when on duty (including arrival to the Airport prior to shift, on breaks, and until departure after shift). The Operator agrees to ensure that the employees and uniforms are clean and neat. Shirts must be tucked in and pants must be worn at waist level and with a belt, if applicable.

6.8 Operator agrees to provide, at Operator’s expense, an adequate number of suitable and operational radios with frequencies compatible with Aviation Department radios for all services required by this Agreement. Allowance should
be made for downtime caused by routine maintenance, recharging of batteries, equipment failures, or for any other reasons.

6.9 Operator shall provide all service and maintenance for the Transportation Vehicle Fleet, including but not limited to, gas, oil, and repairs. Fueling and maintenance shall be done while vehicles and equipment are not required to be in service. The total number of vehicles and equipment required to be operational during a shift will not be decreased for any period of time to allow for fueling or maintenance of vehicles and equipment.

6.10 Vehicles must be equipped with a fully functioning air-conditioning system and proper safety equipment. All vehicles shall be equipped with signs and numbers on the front, rear and right side, and/or any other location the Aviation Department deems necessary, with the words designated by the Aviation Department.

6.11 Operator shall immediately remove and keep removed from the Airport premises any employee who participates in illegal acts, who violates Airport rules and regulations, or the provisions of this Agreement, or who, in the opinion of the Operator or the Aviation Department is otherwise detrimental to the public interest at the Airport.

6.12 Operator shall charge users of the Bumper-to-Bumper Passenger Transportation Services (including the AEP) only those rates which are established in writing by the County.

6.13 If Operator charges any patron a price in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate shall constitute an overcharge which, upon demand of the patron or of the Aviation Department shall be promptly refunded to the patron. The amount of any such refund shall be deducted from the Gross Revenues, provided that suitable substantiating evidence of such refund is provided to the Aviation Department by the Operator and provided further that the amount of said overcharge is, or has been, deposited as part of Gross Revenues in the bank account designated hereunder. If the Operator charges any patron a price which is less than the established schedule of rates, the amount by which the actual charge is less than the established rate schedule shall constitute an undercharge, and an amount equivalent thereto shall, upon demand by the Aviation Department, be paid by Operator into the bank account designated for the deposit of Gross Revenues hereunder.

6.14 Operator shall handle and report, satisfactory to the Aviation Department, all claims made for losses or damages to or within all Assigned Areas.

6.15 The Operator shall promptly report any suspicious persons, illegal activities, and incident involving property damages or personal injuries to the Airport Operations Control Center (AOCC) at (954) 359-1201, or other phone numbers designated by
the Aviation Department. A written report of every reported event shall be kept on file unless otherwise specified by the Aviation Department.

6.16 The Operator shall remove from the AEP any parked vehicle, if directed by the Aviation Department. The towing service company which is approved by the Aviation Department to perform such service shall be used. All vehicles shall be towed to the site designated by the Aviation Department.

6.17 The Operator shall cause a physical inventory of all vehicles parked within the AEP to be made and recorded during the hours between approximately 12:00 pm (midnight) and 6:00 a.m. each day. Such physical inventories shall be conducted in such manner as to record the date and the general parking area where the vehicle is located, state of licensing, and license number of each vehicle parked in the AEP, utilizing the license plate inventory equipment provided by the County for such data gathering. Such data will be made available to the Aviation Department, upon request. The requirements of this paragraph may be adjusted by the Aviation Department at any time.

6.18 The Operator shall receive prior written approval of the Aviation Department of the type and cost of a telephone system (including long distance). The Operator shall establish and manage all phone service needed for the operation and management of the Bumper-to-Bumper Passenger Transportation Services (including the AEP and all other Assigned Areas). Cellular phone service and cellular phones shall not be a Reimbursable Expense.

6.19 In the event that a defalcation, theft, fraud or embezzlement or suspicion of same occurs, it is the Operator’s responsibility to immediately notify the Aviation Department of the incident or suspected incident. Operator also agrees to provide full disclosure including, but not limited to, copies of police reports of investigation, reports to bonding company, bonding company’s findings, and reports of any action taken against an employee. It must be policy to prosecute any employee found to be involved in theft, fraud, embezzlement or any similar activity. All employees of Operator and its subcontractors, from manager on down, must sign a pre-employment statement stating they are aware they will be investigated and prosecuted to the fullest extent of the law for any theft, fraud, embezzlement or similar activity.

6.20 Operator shall provide periodic operational reports, including, but not limited to, monthly profit/loss statement, revenue/expense per space by lot, budget performance and variance report, transactional summary by lot, utilization reports by lot, exception transaction trend report by lot, daily lot counts and other reports which the Aviation Department may request.

6.21 At the Aviation Department’s request, Operator shall meet with the Aviation Department to review any complaints or concerns and to promptly correct any deficiencies regarding operations under this Agreement. The Aviation
Department’s determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Operator as expeditiously as possible.

6.22 In recognition that Operator possesses specialized knowledge of the parking industry and management of public parking facilities and passenger transportation services, the Aviation Department may at any time require the Operator to provide information and input with respect to the operation and management of the Bumper-to-Bumper Passenger Transportation Services (including the AEP). In such event, Operator agrees to fully cooperate with such inquiries and to be available to the Aviation Department, including attending of meetings.

6.23 Operator acknowledges and agrees that in an airport environment it may be necessary from time to time to relocate Operator or to suspend Operator’s operations during periods of heightened security requirements, including but not limited to security requirements of the Aviation Department, or of any County, state or federal agency. If such conditions exist, the Aviation Department will attempt to find suitable location(s) from which Operator may provide its services, but the Aviation Department may suspend Operator’s operations completely, for any period of time to satisfy any security requirements. The Aviation Department shall give Operator reasonable notice of any such change of location(s) or suspension of services, with such notice being at least 24-hours written notice to the Operator, except in the case of an emergency. In any such event, Operator shall be required to relocate as required by the Aviation Department without any expense to the County.

6.24 Operator shall:

(a) Disclose all hazardous materials and bio-hazardous waste that is stored, used, or generated on the premises;

(b) Allow inspection by appropriate agency personnel of all business premises storing, using, or generating hazardous materials or bio-hazardous waste prior to the commencement of operation, and periodically thereafter to assure that adequate facilities and procedures are in place to properly manage hazardous materials and bio-hazardous waste projected to be located on the site;

(c) Comply with the Airport’s minimum standards and procedures for storage, prevention of spills, containment of spills, and transfer and disposal of such materials;

(d) Provide for proper maintenance, operation, and monitoring of hazardous materials management systems, including spill, hazardous materials and bio-hazardous waste containment systems, and equipment necessary on-site for the handling of first response to releases of oil or hazardous
materials along with the capacity to employ such equipment; Contract with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper pretreatment of wastewater and sludge and the treatment of disposal of hazardous waste and shall keep all required records of such transactions, including but not limited to, hazardous waste manifests;

(e) Describe design features, response actions and procedures to be followed in case of spills or other accidents involving hazardous materials, bio-hazardous waste, or oil, and Operator shall notify appropriate authorities in the event of a release as required by applicable regulations; and

(f) Comply with all applicable reporting provisions of Title III of the Superfund Amendment and Reauthorization Act (SARA) of the Emergency Planning and Community Right-to-know Act (EPCRA) and DNRP, Chapter 27 of the Broward County Code, and any other Applicable Laws and Regulations.

6.25 No employee of the Operator that provides any services under this Agreement may be employed by a subcontractor to provide any services under this Agreement.

6.26 The Operator, its contractors and their employees shall conduct themselves in an orderly and proper manner so as not to annoy, disturb or be offensive to others. The Operator, its contractors and their employees must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the Operator and approved by the Aviation Department.

6.27 The Operator shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable international airports, while at the same time operating in a commercially reasonable and legally required manner. The County's determination as to quality of service that is required shall be conclusive and shall be accepted and performed by the Operator.

6.28 The Operator shall inform each of its employees and the employees of the Operator's subcontractors, of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such employees as to the methods and procedures used at the Airport. The employees of the Operator and of Operator's contractors are required to review customer service training materials provided by the County or the Aviation Department. The Operator and its subcontractors shall not discrimination against any person or group of persons in any manner prohibited by Applicable Laws and Regulations.

6.29 The Operator and its subcontractors agree that no solicitations for private business shall be carried on at the Airport premises, except as may be specifically allowed hereunder.

6.30 Operator shall forward to the Aviation Department, on a monthly basis, a list of any complaints, whether verbal or written, accompanied by Operator's resolution of
any such complaints. Questions or complaints regarding the quality of services or rates, whether raised by customers' complaints or on the Aviation Department's own initiative or otherwise, may be submitted to Operator for response. Such response will be provided by Operator within seven (7) days following submission.

6.31 Operator shall provide the Aviation Department with emergency telephone numbers at which Operator's on site Manager and Duty Manager, as required in Sections 6.4 and 6.5, may be reached on a twenty-four (24)-hour basis. Operator shall submit a continuity of operations plan (COOP) to the Aviation Department, outlining the steps and process for resumption of business following major business disruptions.

6.32 The Operator shall provide the Aviation Department with emergency evacuation and hurricane plans consistent with the County's plans for the Airport. These plans shall be detailed procedures of actions to be taken by the Operator, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by the Aviation Department.

6.33 Should a conflict arise between the Operator and any contractors, tenants or others at the Airport regarding the Operational Standards provided for in this Article VI or other provisions of this Agreement, the Aviation Department's decision on the matter shall be final and conclusive. The Operator agrees to abide by the Aviation Department's decision.

6.34 The Operator shall be required to resolve vandalism and fraud problems, all of which shall be at the sole risk and expense of the Operator. Further, the Operator shall assume all financial responsibility for dishonored credit cards, and loss of funds or non-collected funds, except that Operator shall not be responsible for non-collected funds if, at the sole discretion of the County, Operator shows it attempted to collect such funds in a manner satisfactory to the County.

6.35 The Operator shall perform periodic facility inspections to ensure all revenue control equipment, lighting fixtures and other infrastructures within Assigned Areas are in working order. Deficiencies must be noted and reported to the Aviation Department as soon as applicable. The Operator shall also tour the AEP regularly to help prevent, deter or minimize vandalism, damages, and theft of vehicles and equipment in the AEP.

6.36 The Operator shall conduct scheduled facility inspections to ensure all safety standards outlined in the Airport's Safety Management Manual are met or exceeded.

6.36.1 Any hazardous conditions found must be protected from access by customers and others with visible barriers and reported to the County for resolution immediately.

6.36.2 Contractor shall protect customers, employees and others from any observed hazardous conditions by placing sufficient number of orange cones and/or barriers to clearly mark the area and report such conditions
immediately to the Aviation Department for repairs. The items noted shall also be included in the Operator's Daily Operational Report for record keeping.

6.37 The Operator shall be responsible for closures of the AEP for special events, routine cleaning and maintenance, repairs and construction activities unless otherwise instructed in writing by the County, and such shall be provided for in the Maintenance and Operations Plan, as approved by the Aviation Department.

6.38 The Operator shall diligently monitor the space count system for the AEP and promptly notify the County when the AEP is closed due to capacity limits.

6.39 The Operator shall monitor the intercom system that is integrated in PARCS for assistance within fifteen (15) minutes or less. Any known malfunctions in the system shall be reported to the County as soon as practical.

6.40 Disincentive Payment/Charges. One of County’s primary goals in entering this Agreement is to ensure that customer service provided to the traveling public in at the Airport is of the highest caliber and is consistent with the image that the County wants to project to its Airport users visitors. County will thus suffer damage if Operator fails to meet these standards and its obligations under this Agreement, and that, due to the nature of certain breaches, the actual damage to County would be impractical or difficult to remedy.

(a) In addition to all other remedies available under this Agreement commencing on the first (1st) day of the ________ month after the Commencement Date, Operator shall be subject to the disincentive charges set forth in Subsection 6.40(b), below, if Operator does not meet or satisfy the performance standards specified in Subsection 6.40(b). County’s actual damages if Operator fails to meet or satisfy the performance standards would be impractical or difficult to determine. Thus, the amounts set forth in Subsection 6.40(b) are the parties’ reasonable estimate of County’s damages in the event of such failure. County’s acceptance of a disincentive payment, as a result of a Performance Standard Breach, will not prevent County from exercising any other right or remedy for default available to County under this Agreement, or under the at law or in equity.

(b) Disincentive Fees for Performance Standard Breaches. The following table sets forth a schedule of disincentive fees for violations of operating standards or failure to adhere to contractual requirements. Operator shall pay to County the amount specified below as a disincentive charge for the applicable breach.
** Table **

<table>
<thead>
<tr>
<th>Infraction</th>
<th>1st Violation</th>
<th>2nd Violation*</th>
<th>3rd Violation**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to repair and/or maintain vehicles/equipment.</td>
<td>Written Warning</td>
<td>$250/incident</td>
<td>$500/incident</td>
</tr>
<tr>
<td>Failure to comply with any reporting requirements as referenced in this Agreement.</td>
<td>Written Warning</td>
<td>$250/incident</td>
<td>$500/incident</td>
</tr>
<tr>
<td>Failure to display signage on vehicles or equipment or locations, as referenced in this Agreement.</td>
<td>Written Warning</td>
<td>$100/incident</td>
<td>$250/incident</td>
</tr>
<tr>
<td>Failure to adhere to maximum customer wait time as provided in this Agreement.</td>
<td>Written Warning</td>
<td>$100/incident</td>
<td>$250/incident</td>
</tr>
<tr>
<td>Prices charged are different from those displayed on signs.</td>
<td>Written Warning</td>
<td>$250/incident</td>
<td>$500/incident</td>
</tr>
<tr>
<td>Failure to respond to a customer complaint as required by this Agreement.</td>
<td>Written Warning</td>
<td>$250/incident</td>
<td>$500/incident</td>
</tr>
<tr>
<td>Failure to submit quarterly ACDBE report as required by Section ___ herein</td>
<td>Written Warning</td>
<td>$250/day</td>
<td>$500/day</td>
</tr>
<tr>
<td>Use of any space at the Airport not included in Exhibit A, or which has not been approved in writing by the Aviation Department.</td>
<td>Written Warning</td>
<td>$100/day</td>
<td>$200/day</td>
</tr>
</tbody>
</table>

[OTHER CATEGORIES AND AMOUNTS ARE SUBJECT TO BEING ADDED DURING CONTRACT FORMATION] **

** The Disincentive Fees in this column also apply to violations subsequent to the 3rd violation.

The above listed disincentive fees are “per occurrence” over a twelve (12) month period from the date of the first violation.

6.41 ** Procedure for Determining a Performance Standard Breach. ** Except as otherwise provide for under this Agreement, the determination as to whether performance standards have been met is at the reasonable discretion of the Aviation Department.

(a) Upon determining the existence of a Performance Standard Breach, the Aviation Department shall issue a written notice to Operator of the occurrence of the breach and County’s claim for disincentive payment.

(b) The notice of Performance Standard Breach will become final unless, no later than ten (10) days after Operator receives the notice of Performance...
Standard Breach, the Operator provides the Aviation Department with a written statement from Operator, accompanied by Operator’s evidence that the breach did not occur. The Aviation Department shall review that evidence and determine, in his or her reasonable discretion, whether Operator has demonstrated that the breach did not occur.

(c) The Aviation Department shall review Operator's evidence as soon as reasonably possible after timely receipt of the evidence.

(d) The Aviation Department shall render a decision sustaining or reversing the determination that a breach occurred and the claim for disincentive payment. A written notice of that decision will be delivered to Operator.

(e) If the written evidence is not received by the Aviation Department within ten (10) days of the date of the notice of Performance Standard Breach, the Aviation Department's determination is final and the applicable disincentive charges is immediately due and payable.

6.42 Operator shall inform each of its employees of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such employees as to the methods and procedures used at the Airport. Operator shall not discriminate against any person or group of persons in any manner prohibited by federal, state, or local laws, rules or regulations.

ARTICLE VII
MAINTENANCE

7.1 Operator shall be obligated to provide for all custodial services of the Assigned Areas (including without limitation, the AEP) including, but not limited to, all surfaces including walls and ceilings, overhead piping, signage, parking equipment and gate arms, the sidewalks leading to, from, and within the Assigned Areas, exit booths, entrance and exit roadways, courtesy vehicle service shelters. The Operator shall provide such janitor, toilet, and cleaning services and supplies as may be necessary or required in providing custodial services of the Assigned Areas. The Operator also agrees to keep and maintain the Assigned Areas in a clean, neat, and sanitary condition and attractive in appearance at all times. Landscaping provided by County shall be maintained by the County. All such maintenance shall be provided for in the Operator's Maintenance and Operations Plan, as approved by the Aviation Department.

7.2 The County shall maintain and make necessary structural repairs to the Assigned Areas and the fixtures and appurtenances thereto, including, without limitation, the interior windows, doors and entrances, floors, interior walls and ceiling, and the interior surface, the surfaces of interior columns, within the Assigned Areas. If such damage is caused by the Operator's employees, such costs for repair shall be recoverable as a deduction from the Annual Management Fees (which shall include the County's standard rates plus any applicable overhead charges) and
the costs for repair shall not be a Reimbursable Expense. The Operator shall immediately notify County of any needed repairs. The County shall not be liable to Operator for any damage caused by disrepair of any kind until County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Operator. Further, the County shall not be liable to Operator for any damage to merchandise, trade fixtures, or personal property of Operator caused by water leakage from any cause or source, whatsoever, including, but not limited to, the roof, water lines, sprinkler, or heating and air conditioning equipment.

7.3 The County shall maintain all utility service lines, electrical equipment, fire and security alarms, air conditioning, and elevators located at or on the Assigned Areas.

7.4 The Aviation Department shall have the right to enter the Assigned Areas (including AEP and all others) at any time and for any reason whatsoever.

7.5 If the Operator refuses or neglects to undertake the custodial services listed in Section 7.1, above, or any other obligations under this Agreement, or if the County is required to make any repairs or other corrective measures necessitated by the negligent acts or omissions of the Operator or Operator's Parties, the County shall have the right to take corrective measures or to make such repairs at the expense of Operator. Such costs shall be deducted from the Annual Management Fees, which shall include the County's standard rates plus any applicable overhead charges and such costs shall not be a Reimbursable Expense.

7.6 In a timely manner, the Operator will provide for adequate sanitary handling and removal of all trash, garbage, and other refuse caused as a result of the Operator's operations and will deposit such trash, garbage, and refuse at a site designated by County. The Operator agrees to provide and use suitable covered receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or similar items shall not be permitted.

7.7 Maintenance of Vehicles and Equipment. Operator agrees to maintain all vehicles and equipment in first class appearance and mechanical condition throughout the duration of this Agreement. Vehicles will be swept at the beginning of each shift and at any time during each shift as necessary. In addition, all debris, trash, and other items will be removed from the interior of the vehicle after each round trip. Vehicles will be washed and cleaned (interior and exterior) at least three (3) times per week and at such other times as necessary. All maintenance shall be provided by Operator in accordance with the provisions of this Agreement and as provided in Operator's Maintenance and Operations Plan, as approved by the Aviation Department.

7.7.1 Operator shall maintain all vehicles and on-board equipment and other equipment in accordance with a preventive maintenance schedule from the
vehicle and equipment manufacturers, which shall be reviewed and approved by the Aviation Department.

7.7.2 Operator shall assign a maintenance supervisor, who is National Institute for Automotive Service Excellence ("ASE") "Master Mechanic Certified," to review and approve all maintenance work performed on all vehicles. Such maintenance supervisor shall also review and approve all work orders prior to work being completed. The supervisor will also be responsible to ensure that all supporting documentation, including parts and labor service tickets, accompany each work order that is submitted to the Aviation Department for reimbursement.

7.7.3 Maintenance Records. Operator shall, at all times during the term of this Agreement, maintain records of maintenance activities of each vehicle and equipment. Equipment operator reports must be current within thirty (30) days, unless approved otherwise by the Aviation Department. Operator shall provide such other information as the Aviation Department may, from time to time, require and shall maintain its maintenance records in a manner and form acceptable to the Aviation Department, which shall include but not be limited to, electronically updated computer records which will accommodate a real time access by the Aviation Department for the purpose of conducting audits of vehicle maintenance records.

7.7.4 Warranty Work. Warranty work shall be coordinated directly between Operator (or the Operator's agent) and the vehicle or component manufacturer. The Aviation Department shall be provided with a copy of all warranty transactions. Operator must receive pre-approval from vehicle or component manufacturer prior to performing any warranty work in-house. All warranty claims must be submitted to vehicle or component manufacturer within thirty (30) days of repair. Operator shall have a tracking and storage system for batteries, tires and other parts eligible for warranty credit.

7.7.5 Inspections. Drivers shall make frequent inspections of the vehicle interior and pick up trash and other items from the floor, baggage racks and seats, and remove any debris and spilled liquids and note and report any projecting metal, loose trim strips, damaged floor tread, gum and stains requiring removal or other problems which may present a safety hazard to passengers.

(i) Daily. Operator shall pick up all debris, sweep the vehicle floor, spot mop or clean any areas in which liquids have been spilled and clean windows as required.

(ii) Cleaning of Transportation Vehicle Fleet. As often as requested by the Aviation Department, Operator shall wash the exterior of each vehicle,
including its wheels, clean all windows inside and out as well as all window sills, remove gum and stains from the floor and seats, wet mop and dry the floor, spot clean and damp wipe seats, walls, doors, baggage racks and handrails, clean dashboard, remove gum and stains and vacuum carpeted areas.

(iii) **Major Cleaning.** In addition to the cleaning requirements outlined above, Operator shall also provide all labor, materials and supplies necessary to accomplish the following major cleaning functions for each vehicle as needed or upon the Aviation Department's request, whichever is sooner: steam clean the engine, and wheels and undercarriage; wash and polish all exterior vehicle surfaces; polish all interior metal surfaces; wash all seats, interior walls and ceiling panels; disassemble and clean interior lights; shampoo carpeted areas; scrub and polish floor and entrance steps; and clean all windows and treat rubber gasket material with a protective agent.

7.7.6 Each driver will be required to record the condition of his/her vehicle at the beginning and end of each driving shift. Operator must respond to driver write-ups (trouble reports) in a timely manner.

7.7.7 Operator shall develop and implement an acceptable quality control inspection and compliance program approved by the Aviation Department. Said program is to include daily inspection of drivers and equipment and continuous measurement of compliance with all elements of the program by Operator with written documentation retained in its files for inspection upon request. A monthly summary compliance report shall be submitted by Operator to the Aviation Department.

7.7.8 The Aviation Department will conduct periodic inspections using its own personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement and any vehicle not determined by the Aviation Department to be acceptable will be removed from service by Operator and all deficiencies corrected immediately.

7.9 All deliveries will be made in a manner and location established by the Aviation Department. Vendors shall make deliveries between 7:00 A.M. and 5:00 P.M. Any need to deviate from these hours must be demonstrated and proven by the Operator to the satisfaction of the Aviation Department.

7.10 The Operator agrees to provide adequate control of rodents and insects and other pests in the Assigned Areas (including AEP). In the event that the Aviation Department determines that the Operator’s rodent, insect, and pest control program is not acceptable or sufficient, the Aviation Department may seek to control such rodents, insects, and pests by other means, at the expense of Operator, as provided in Section 7.5, hereof.
7.11 Operator shall immediately notify County in writing when striping, re-striping, re-lamping, or other maintenance items, including maintenance of the revenue control system, becomes necessary in the Assigned Areas (including AEP). The County, at its sole discretion, will determine if striping, re-striping, re-lamping or other maintenance items are actually necessary.

7.12 County shall be responsible for the replacement, repair, and modification of the PARCS. However, the Operator shall provide as a Reimbursable Expense, such assistance as the Aviation Department may request, including, but not limited to, preventive maintenance, routine maintenance, and repair gate arms, loading of tickets, clearing ticket jams, card readers, and revenue control equipment recommendations. In no event shall Operator perform any work or modifications on the PARCS other than specifically approved by the County.

7.13 Operator shall not cause to be damaged or destroyed any County fixtures, equipment, furnishings or property, including without limitation, Equipment/Furnishings. If the Aviation Department determines that any County fixtures, equipment, or property was destroyed or damaged by the Operator, the Operator shall make all repairs or replacements of same at Operator's own expense and such costs shall not be a Reimbursable Expense.

7.14 Operator shall notify the Aviation Department immediately of any fire, flood, casualty, or damage in or to the Assigned Areas, or of any property located at such areas, or of any unusual condition or threat thereof.

7.15 The Operator is responsible for all maintenance and repair of Equipment/Furnishings installed or assigned to the Assigned Areas, including the AEP. Operator shall obtain prior written approval of the Aviation Department prior to making any maintenance or repair of Equipment/Furnishings. Maintenance and repair expenses made to Operator's own equipment and furnishings shall not be a Reimbursable Expense. All maintenance and repairs done by Operator or on its behalf shall be of first class quality in both materials and workmanship. If in the sole judgment of the Aviation Department any maintenance, repair or replacement of Equipment/Furnishings is not of first class quality, Operator shall not be entitled to the reimbursement of such cost until such time as Operator makes the required corrections the Aviation Department deems necessary. The Aviation Department shall not be obligated to reimburse the Operator any additional expenses paid by the Operator in making the required corrections.

7.16 The Operator may be required by the Aviation Department to replace Equipment/Furnishings. If required to do so, such cost shall be a Reimbursable Expense. The ownership of any replacement of Equipment/Furnishings shall vest in the County upon payment by County. All computer equipment should be purchased through the master agreement set up by the Aviation Department, and all inventory purchased shall be inventory tagged. The Operator shall not dispose
of any Equipment/Furnishings except in accordance with County procedures and with the prior written consent of the Aviation Department.

7.17 The Aviation Department shall be the sole judge of the quality of maintenance under this Article. If it is determined that said maintenance is not satisfactory, the Aviation Department shall so notify Operator in writing. If maintenance required by the Aviation Department is not performed by Operator within five (5) days after receipt of such notice, the Aviation Department shall have the right to perform such maintenance and deduct the cost from the Annual Management Fees, and such costs shall not be a Reimbursable Expense.

ARTICLE VIII
COMPLIANCE

8.1 The Operator and Operator's Parties shall comply with present and future Applicable Laws and Regulations which may affect the Operator, the Operator's Parties or their operations at, or in connection with, the Airport, including without limitation the Americans with Disabilities Act of 1990, and any and all regulations promulgated thereunder and all the provisions of the Broward County Code of Ordinances, prescribing the policies for engaging in the business of providing services to patrons of the public for compensation. With respect to the Americans with Disabilities Act of 1990 and similar laws, notwithstanding any contrary provision herein, Operator shall not be responsible for undertaking or paying for structural or capital-type modifications of the Assigned Areas.

8.2 Operator shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the premises, or upon Operator, or upon the business conducted by the Operator, or upon any of Operator's property used in connection therewith, or upon any fees or other amounts payable hereunder, and shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Operator.

(a) Notwithstanding the foregoing, sales taxes (and any other required taxes) shall be collected by Operator from patrons of the AEP, and shall be timely submitted to the Aviation Department as included within Gross Revenues.

(b) All such sales tax (and other taxes) collected by Operator and submitted to the Aviation Department shall be remitted by the Aviation Department to the applicable tax authority.

(c) The Operator shall not be responsible for any all interest and penalties arising out of any failure by the Aviation Department to remit any such tax as required herein, provided that Operator timely collects all required taxes from all patrons of the AEP timely and accurately remits all such taxes to the County.
8.3 **WAGES – LIVING WAGE REQUIREMENT**

Operator agrees to and shall pay to all of its employees providing "covered services," (as defined in Section 26-102, Broward County Code of Ordinances) a living wage as required by such ordinance, and Operator shall fully comply with the requirements of such ordinance. Operator shall be responsible for and shall ensure that all of its subcontractors that are “covered employers” fully comply with the requirements of such ordinance.

8.4 Operator shall make no improvements, additions, alterations or modifications to any portion of the Airport premises, including without limitation, the AEP or other Assigned Areas. The Operator shall not remove or demolish, in whole or in part, any improvements upon the Airport premises, including without limitation the AEP or other Assigned Areas.

8.5 Operator represents that each subcontractor and other person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which services are to be rendered by such person.

8.6 Operator and its subcontractors shall perform the duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of performance provided shall be comparable to the best local and national standards.

8.7 **Worker Retention.** The Operator and its subcontractors shall offer continued employment to the employees of the immediately preceding operator and subcontractors for a period of forty-five (45) days, unless the Operator or any of its subcontractors, as applicable, determines and demonstrates to the County that such employees are unnecessary for the provision of services. Nothing prevents the Operator or any of its subcontractors, as applicable, from terminating employees for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Operator or subcontractor, as applicable or as required by state or federal law. Operator shall include the foregoing language in its contracts with any subcontractors. For purposes of this paragraph, "employee" means an individual who is not an exempt employee under the minimum wage and maximum hour exemptions as defined by the Fair Labor Standards Act. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability. In the event of any failure by Operator or its subcontractor to comply with this worker retention requirement, the Aviation Department shall
provide written notice of such non-compliance to Operator. If the Operator does not achieve compliance with this provision within thirty (30) days following the Aviation Department's written notice, then written notice of termination may be provided by the Aviation Department to Permittee pursuant to Article XI of this Agreement.

8.8 Operator shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.

ARTICLE IX
ASSIGNMENT

9.1 Operator shall not sell, transfer, assign, sublet, pledge, mortgage, or otherwise encumber this Agreement, or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise or contract for the performance of any of the services to be provided by Operator under this Agreement (any such action being called an "assignment") without the prior written consent of the County, which consent may be conditioned upon such additional terms and conditions as may be imposed in the reasonable discretion of the County. The Operator's request for consent to an assignment shall include copies of all documentation pertaining to the assignment. In addition, the Operator shall provide the County with such additional information and documentation as may be reasonably requested. The factors upon which the decision on whether to grant such consent shall be based shall include, but not be limited to an assessment of whether the proposed assignee meets standards of creditworthiness; and an assessment of the ability of the proposed assignee to perform the obligations under this Agreement. In the event of any assignment, the Operator shall not be released of any liability hereunder and the assignee shall be required to execute a written assumption agreement, agreeing to assume all obligations and liabilities under this Agreement and to abide by all of the terms and provisions of this Agreement, which assumption agreement must be acceptable to the County in all respects. In the event that the Operator shall seek the County's consent to an assignment to an Affiliate of the Operator, then as a condition of such assignment, Operator (or those persons or entities that have majority ownership of Operator, directly or indirectly) may be required to execute an irrevocable Guaranty of Payment and Performance of this Agreement which shall be in form and substance satisfactory to the County.

9.2 In no case will an assignment be permitted if a default shall have occurred hereunder and remain uncured.

9.3 An "assignment" shall include any transfer of this Agreement by merger, consolidation or liquidation or by operation of law, or if Operator is a corporation, any change in control of or ownership of or power to vote a majority of the
outstanding voting stock of Operator or of any parent corporation of Operator from the owners of such stock or those controlling the power to vote such stock on the date of this Agreement (whether occurring as a result of a single transaction or as a result of a series of transactions), or if Operator is a limited or a general partnership or joint venture, any transfer of an interest in the partnership or joint venture (or a transfer of an interest in a corporate general partner or corporate joint venturer) which results in a change in control (either directly or indirectly) of such partnership or joint venture from those controlling such partnership or joint venture on the date of this Agreement (whether occurring as a result of a single transaction or as a result of a series of transactions). Notwithstanding the foregoing, the provisions of this section shall not apply to any public trades of registered stock of Operator that occurs on a national stock exchange.

9.4 In the event any action specified hereunder shall be taken without the prior written consent of the County, then any such assignment or other action shall be null and void and of no force or effect and in addition to all other available remedies, the County shall be entitled to immediately terminate this Agreement. Any written consent or approval required hereunder shall not be effective unless evidenced by a written document signed by the authorized representative of the County.

9.5 Operator shall be liable for the acts and omissions by any of Operator's Parties.

ARTICLE X
INSURANCE, INDEMNIFICATION, PERFORMANCE BONDS

10.1 Operator shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Operator, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Operator shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Director of Aviation and the County Attorney, any sums due Operator under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.
10.2 Operator shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in the subparagraphs below, in accordance with the terms and conditions required by this Article X. Such policy or policies shall be without any deductible amount and shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

10.3 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. Operator shall specifically protect the County by naming Broward County as an additional insured/loss payees under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, Crime and Fidelity, any Property Insurance and any environmental impairment policies. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation. Proof of all required insurance coverage shall be submitted to Risk Management for review and approval. All coverages are required to be effective prior to the execution of the Agreement by the Respondent and the Board. Coverage shall include:

10.3.1 Commercial General Liability shall have minimum limits of One Million and 00/100 Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage and Two Million and 00/100 Dollars ($2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

- Premises and/or Operations.
- Independent Contractors or Contractor's Owners Protection Liability, which includes liability coverage for operations performed for the name of the insured by independent and/or subcontractors that are hired, and acts or omissions of the named insured in connection with his/her general supervision of such operations.
- Products and/or Completed Operations.
- Explosion/Collapse and Underground Hazard.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
10.3.2 **Business Automobile Liability** shall have minimum limits of One Million and 00/100 Dollars ($1,000,000.00) per occurrence, for non-airside circulation and Five Million and 00/100 Dollars ($5,000,000.00) per occurrence, for airside circulation, combined single limit for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy as filed by the Insurance Services Office without restrictive endorsements limiting or excluding coverage for:

- Any Auto.
- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers Non-Owned Vehicles.

10.3.3 **Workers' Compensation Insurance** shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of Five Hundred Thousand and 00/100 Dollars ($1,000,000.00) each accident.

10.3.4 **Pollution and Environmental Liability Insurance** shall have minimum limits of Five Hundred and 00/100 Dollars ($500,000.00) shall be obtained and proof provided to Risk Management for review and approval prior to any storage, work or maintenance on any vehicles owned, leased or operated by Operator or its agents, subcontractors, independent contractors or employees, on Airport property. Coverage must include cleanup and remediation costs. Coverage must be afforded on a form no more restrictive than the latest edition of the Pollution and Environmental Liability as filed by the Insurance Services Office without restrictive endorsements.

10.3.5 **Crime and Fidelity Insurance** shall have minimum limits of Five Hundred Thousand 00/100 Dollars and ($500,000.00) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Crime and Fidelity as filed by the Insurance Services Office without restrictive endorsements.

10.3.6 **On-Hook & Cargo** shall have minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence combined single limit for bodily injury and property damage and of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per aggregate.
10.3.7 **Garage keeper's Legal Liability** shall have minimum limits of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence combined single limit for bodily injury and property damage and of Five Hundred Thousand and 00/100 Dollars ($500,000.00) per aggregate.

10.4 All policies of insurance required herein, shall be endorsed to provide County with thirty (30) days prior written notice of cancellation and/or non-renewal and/or restriction, and shall be evidenced by a Certificate of Insurance. County reserves the right to obtain a copy of any policy required by this Article within fourteen (14) days of a written request to Operator, either by a personal inspection of the policy at Operator's office at FLL or by receiving a copy of the policy, with any premiums or rating information redacted. Any premiums or rating information redacted from a copy of a policy given to the County shall be limited to exposures, rates and various debits and credits. For clarification purposes, policy limits, endorsement names or endorsement numbers, policy numbers, carriers and term will all remain on the policy for full view. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this contract. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

10.5 County reserves the right to review or change insurance requirements sixty (60) days prior to any anniversary date of this Agreement. Operator may also request, at least sixty (60) days prior to the anniversary date of this Agreement, a review of insurance requirements in this Agreement. Such request by either party should be made in written form to the other party to the Agreement.

(a) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

10.6 **Review by County:** The aforesaid insurance coverage shall be reviewed from time to time by the County Risk Management Division and may be adjusted if the Risk Management Division determines that such adjustments are necessary to protect County's interest. When such policies or certificates have been delivered by the Operator to the County as aforesaid and at any time or times thereafter, the County may notify the Operator in writing that the insurance represented thereby does not conform to the provisions of this Article X due to the amount of coverage the insurance company, or for any other reason, and the Operator shall have five (5) days in which to cure any such defect. Compliance with the requirements of this Article X as to the carrying of insurance shall not relieve the Operator of its liability under any other provision of this Agreement.

10.7 **Subrogation.** Notwithstanding anything to the contrary herein, Operator waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Operator's insurance hereunder. Operator shall obtain from its insurers, if possible, a waiver of any subrogation the insurer may have
against County in connection with any loss or damage covered by Operator's insurance.

10.8 The Operator is responsible for all associated insurance-related claim or claims wherein the Operator is in custody and control of a customer's vehicle or is deemed responsible after an investigation by County's Risk Management Department or its designated agent. The Operator is responsible for the payment of expenses related to all claims processing, investigations, legal defense, and adjusting regarding the aforementioned claims. Therefore, it will be the responsibility of the Operator to resolve and make payment for all property damage claims regarding all vehicles that are in the control of Operator's valet driver's or any of its agent's care, custody and control.

10.9 In the event Operator enters into any agreement with any contractor or subcontractor to perform work or activities with respect to this Agreement, Operator shall ensure that all contractors and subcontractors shall obtain and maintain the necessary and appropriate insurance coverages. All insurance policies from all contractors, shall protect Broward County by adding Broward County as an additional insured. Operator shall provide County with a copy of the foregoing insurance coverages upon County's request.

10.10 The Operator shall post a Security Deposit ("Security Deposit") with the County in the amount of Five Hundred Thousand Dollars ($500,000.00) for the term of this Agreement. The Security Deposit shall serve as security for the payment of all monies due to County and shall also secure the performance of all obligations of Operator to the County. The Security Deposit shall be either in the form of cash, an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County, or a Payment and Performance Bond ("Bond"), in form and substance satisfactory to County. No interest shall be paid on said Security Deposit. The Security Deposit shall be submitted to the County, simultaneously with the execution of this Agreement by the Operator. In the event of any failure by Operator to pay when due any amounts owed to County pursuant to this Agreement or any failure by Operator to remit any taxes required to be collected under this Agreement to the taxing authority or to County (to be remitted by County to the taxing authority), or upon any other failure by Operator to perform its obligations hereunder or upon any other default hereunder, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to all amounts owed by Operator to County. Upon notice of any such draw, Operator shall immediately replace the Security Deposit with a new Letter of Credit or Bond or cash in the full amount of the Security Deposit required hereunder. The Aviation Department, upon fourteen (14) days' notice to the Operator, may require an increase in the amount of the Security Deposit to reflect any increases in the monies payable hereunder. In addition the Aviation Department, upon fourteen (14) days' notice to the Operator, may require an increase in the amount of the Security Deposit, because of increased obligations hereunder, or if upon a review
of the Operator's payment or performance history at the Airport, the Aviation Department determines an increase should be required.

10.10.1 The Security Deposit shall be kept in full force and effect throughout the term of this Agreement and for a period of six (6) months thereafter. Not less than ninety (90) days prior to any expiration date of a Letter of Credit or Bond, Operator shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew a Letter of Credit or Bond, or to increase the amount of the Security Deposit, if required pursuant hereto, shall (i) entitle the County to draw down the full amount of such Security Deposit, and (ii) be a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to the Operator until all obligations under this Agreement are performed and satisfied.

10.10.2 Each Letter of Credit provided hereunder or under any other section or provision of this Agreement shall be provided by a financial institution of recognized standing authorized to do business in the state of Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each letter of credit shall be in form and substance satisfactory to the County.

10.10.3 Each bond provided hereunder or under any other section or provision of this Agreement shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in Broward County and having been in business with a record of successful continuous operation for at least five (5) years. Each bond shall be in form and substance satisfactory to the County. Furthermore, such surety company must have at least an "A-" minimum rating in the latest revision of A. M. Best's Financial Report.

10.11 In addition to the Security Deposit, the Operator agrees that before commencing any work or construction at any Assigned Areas it shall provide the County with a Construction Bond and a Labor and Materials Bond, in form and substance satisfactory to the County for any construction or capital improvements undertaken by the Operator during the Term of this Agreement in a sum equal to the full amount of the construction contract award. No such work or construction shall commence without the prior written consent of the Aviation Department.
ARTICLE XI
TERMINATION

11.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.2 This Agreement may be terminated for cause for reasons including, but not limited to, Operator’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

11.2.1 Upon the disqualification of Operator as an ACDBE by County's Director of Office of Economic and Small Business Development if Operator's status as a ACDBE was a factor in the award of this Agreement and such status was misrepresented by Operator;

11.2.2 Upon the disqualification of Operator by County's Director of Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Operator in the course of obtaining this Agreement or attempting to meet the ACDBE contractual obligations;

11.2.3 Upon the disqualification of one or more of Operator's ACDBE participants by County's Director of the Office of Economic and Small Business Development if any such participant's status as a ACDBE firm was a factor in the award of this Agreement and such status was misrepresented by Operator or such participant;
11.2.4 Upon the disqualification of one or more of Operator's ACDBE participants by County's Director of the Office of Economic and Small Business Development if such ACDBE participant attempted to meet its ACDBE contractual obligations through fraud, misrepresentation, or material misstatement; or

11.2.5 If Operator is determined by County's Director of the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the ACDBE status of its disqualified ACDBE participant.

11.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

11.4 In the event this Agreement is terminated for convenience, Operator shall be paid the pro rata portion of the Management Fee through the date of termination, and Reimbursable Expenses incurred as provided in this Agreement through the date of termination specified in the written notice of termination. Operator acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Operator, for County's right to terminate this Agreement for convenience.

11.5 In the event of termination of this Agreement, any reports and other data and documents prepared by Operator, whether finished or unfinished, shall become the property of County and shall be delivered by Operator to the Director of Aviation within seven (7) days of termination of this Agreement by either party. Any compensation due to Operator shall be withheld until all documents are received as provided herein.

11.6 Upon termination of this Agreement, County shall have the right to engage another Operator to provide the management and operation of the Assigned Areas, including the AEP, and Bumper-to-Bumper Passenger Transportation Services for such period or periods (which may extend beyond the term of this Agreement) at such fees and upon such other terms and conditions as County may, in good faith, deem advisable. County shall in no event be liable and Operator's liability shall not be affected or diminished in any way whatsoever for failure of County to obtain another Operator.

11.7 If this Agreement shall terminate (including expiration of its term or a default hereunder), Operator, and those holding under Operator, shall forthwith remove their personal property from the Airport. If Operator or any such claimant shall fail to effect such removal of personal property within fourteen (14) days following termination of this Agreement, then, at the County's option, title to same shall vest
in the County, at no cost to the County, or County may move such property to a public warehouse for deposit, or County may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale; second, to any sums owed by the Operator to the County with any balance remaining to be paid to the Operator; or County may dispose of any such property in any other manner provided by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Operator shall pay such excess to the County upon demand. Notwithstanding the foregoing, all Equipment/Furnishings and the Transportation Vehicle Fleet shall be the property of County, and Operator shall execute all such documentation as required by the County to properly reflect County’s ownership of the Equipment/Furnishings and the Transportation Vehicle Fleet.

11.8 Operator shall be responsible for all costs of removal, storage and sale, and County shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by County. If any surplus sale proceeds shall remain after such reimbursement, County may deduct from such surplus any other sum due to County hereunder and shall pay over to Operator any remaining balance of such surplus sale proceeds.

11.9 If proceedings shall at any time be commenced against Operator by County under this Agreement and compromise or settlement shall be effected either before or after judgment whereby Operator shall be permitted to continue to operate under this Agreement, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent event of default.

11.10 Any amount paid or expense or liability incurred by County for the account of Operator shall, at the option of County, be deemed to be additional monies due hereunder, and the same may, at the option of County, be added to any monies then due or thereafter falling due hereunder, or may be deducted from the Annual Management Fees.

11.11 Operator hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of any termination of this Agreement. The rights given to County herein are in addition to any rights that may be given to County by statute or otherwise.

11.12 Upon termination of this Agreement, through passage of time or otherwise, the Operator shall aid the County in all ways possible in continuing the business of managing the Assigned Areas (including AEP) and the Bumper-to-Bumper Passenger Transportation Services at the Airport without interruption of service.

11.13 In the event of any termination of this Agreement upon the occurrence of an event of default hereunder, Operator shall have no further rights hereunder and shall cease forthwith all operations upon the Airport premises and shall pay in full any amount owed to County. The Operator's Security Deposit may be applied by the
County to any sums due to County under this Agreement and any damages incurred by County.

11.14 Habitual Default. In the event that the Operator has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Operator, and regardless of whether the Operator has cured each individual condition of breach or default, the Operator may be determined by the Aviation Department to be an "habitual violator." At the time that such determination is made, the Aviation Department shall issue to the Operator a written notice advising of such determination and citing the circumstances. Such notice shall also advise Operator that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to the Operator, such termination to be effective upon delivery of the notice to the Operator.

ARTICLE XII
AIRPORT SECURITY

12.1 Airport Security Program and Aviation Regulations. Operator agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Operator, including without limitation, all regulations of the United States Department of Transportation (USDOT), the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA), and the Operator agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subcontractors, employees, invitees and guests observe these requirements. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are installed now or in the future at the Premises shall be borne by the Operator. If required by the Aviation Department, Operator shall conduct background checks of its employees in accordance with applicable federal regulations. If as a result of the acts or omissions of Operator, its subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the USDOT, the FAA or the TSA, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Operator agrees to pay
and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the USDOT, FAA, the TSA, or any other federal agency with jurisdiction. In the event Operator fails to remedy any such deficiency, the County may do so at the sole cost and expense of Operator. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

12.2 Access to Security Identification Display Areas and Identification Media. The Operator shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Operator shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the Airport Issued Identification Media of Operator's personnel transferred from the Airport, or terminated from the employ of the Operator, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Operator shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. The Operator shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require the Operator to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

12.3 Operation of Vehicles on the AOA. Before the Operator shall permit any employee of Operator or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Operator shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Operator or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

12.4 Consent to Search/Inspection. The Operator agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Operator further agrees on behalf of itself and its subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Operator acknowledges and understands that the foregoing
requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Operator agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Operator or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Operator or by any subcontractors.

12.5 Operator understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

12.6 The provisions of this Article shall survive the expiration or any other termination of this Agreement.

ARTICLE XIII
HOLDING OVER

13.1 It is agreed and understood that any holding over of Operator after the termination of this Agreement shall not renew and extend same. Operator shall be liable to the County for all loss or damage on account of any such holding over against the County’s will after the termination of this Agreement, whether such loss or damage may be contemplated at the execution of this Agreement or not. Nothing herein shall constitute a waiver by the County of its right to immediate possession of the premises.

ARTICLE XIV
FIRE AND OTHER DAMAGE

14.1 In the event that structural or permanent portions of any improvements located in the Assigned Areas (including AEP) shall be partially damaged by fire or other casualty, the Operator shall give immediate notice thereof to the Aviation Department, and the same shall be repaired at the expense of the County without unreasonable delay unless County determines that the damage is so extensive that the repair or rebuilding is not feasible. The management obligations of the Operator hereunder shall not cease or be abated during any repair period. If the County elects to rebuild said areas, the County shall notify Operator of such intention within sixty (60) days of the date of the damage; otherwise, this Agreement as it applies to said area shall be deemed canceled and of no further force or effect, and the Management Fee payable hereunder shall be adjusted downwards in an equitable manner taking into account the reduced level of operations.
14.2 The County’s obligation to rebuild or repair under this Article shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Operator and shall further be limited to the extent of the insurance proceeds available to County for such restoration.

ARTICLE XV
RELATIONSHIP OF PARTIES

15.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of County and Operator.

15.2 Independent Contractor. Operator is an independent contractor under this Agreement. Services provided by Operator shall be subject to the supervision of the Operator, and such services shall not be provided by the Operator or its agents as officers, employees, or agents of the County. In providing such services, neither Operator nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Operator or Operator's agents any authority of any kind to bind County in any respect whatsoever.

15.3 Third Party Beneficiary. Except as provided under Article XVII, neither Operator nor County intends to directly or substantially benefit a third party by this Agreement. No third party shall be entitled to assert a claim against any party hereto based on this Agreement.

ARTICLE XVI
NOTICES

16.1 In order for a notice to a party to be effective under this Agreement, notice must be sent by United States first class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:
Director of Aviation  
Aviation Department  
2200 SW 45 Street, Suite 101  
Dania Beach, Florida 33312

FOR OPERATOR:

16.2 **Writing Required.** All notices, approvals and consents required hereunder must be in writing to be effective. In the event electronic mail is used, then any such electronic mail shall be only considered a courtesy notice, and shall not be deemed notice under this Agreement for purposes of establishing the commencement of any time period, or proper notice for any action under this Agreement by either party.

16.3 **Effective Date of Notices.** All notices sent in accordance with this Article are deemed effective upon receipt or refusal of same.

16.4 **Notification of Operator's Change of Address.** Operator shall notify County, in writing, whenever Operator changes the address where County should provide any notice. If Operator fails to maintain a current address on record with County, County shall be deemed to have notified Operator by using the last known address on record with the Aviation Department and County does not have to investigate the validity of the address that Operator has provided. Operator shall hold County harmless and defend County for any action or occurrence or non-occurrence as a result of Operator not receiving notice due to Operator's failure to update its address for notification.

**ARTICLE XVII**

**NONDISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND AMERICANS WITH DISABILITIES ACT; AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE**

17.1 **Nondiscrimination Requirements.** The Operator agrees to comply with the nondiscrimination requirements set forth in Exhibit C attached hereto and made a part hereof, to the extent same are applicable by law, rule or regulation, or federal grant requirements.

17.1.1 This Agreement is subject to the requirements of the United States Department of Transportation’s regulations, 49 CFR Part 23 and Part 26. The Operator agrees that it will not discriminate against any business owner
because of the owner's race, gender, color, national origin, religion, sexual orientation, marital status, political affiliation, age or physical or mental disability in connection with the award or performance of this Agreement, which is covered by 49 CFR, Part 23 and Part 26. The Operator agrees to include the above statements in any subsequent agreements that it enters into for services under this Agreement and shall cause those businesses to similarly include the statements in further agreements.

17.1.2 Operator shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of the funds or any portion of the funds in fulfilling its obligations under this Agreement. Operator shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Operator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

17.1.3 Operator's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½ ), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

17.1.4 Operator shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

17.2 The Operator shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, gender, color, familial status, national origin, religion, sexual orientation, marital status, political affiliation, age or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training, (including apprenticeship), and accessibility. Operator shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, gender, national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16 1/2), marital status, political affiliation, or physical or mental disability if qualified. Operator shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, gender, national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or
termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. Operator agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

17.2.1 County shall also require that any contractor selected to perform work on a County project include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by United States Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as amended. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Agreement, and may result in the termination of this Agreement or such other remedy as County deems appropriate.

17.2.2 Operator shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Operator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

17.2.3 By execution of this Agreement, Operator represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle Aviation Department to terminate this Agreement and may result in debarment from County's competitive procurement activities.

17.3 Airport Concession Disadvantaged Business Enterprise. The Airport Concession Disadvantaged Business Enterprise (ACDBE) regulations (49 CFR Part 23) establish requirements for setting an overall goal for ACDBE participation in all concession activities. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect ACDBEs to achieve in the absence of discrimination. This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Parts 23 and 26. The Operator agrees that it will not discriminate against any business owner because of the owner's race, gender, color, national origin, religion, sexual orientation, marital status, political affiliation, age or physical or mental disability in
connection with the award or performance of this Agreement, which is covered by 49 CFR, Parts 23 and 26. The Operator agrees to include the above statements in any subsequent agreements that it enters into for services under this Agreement and shall cause those businesses to similarly include the statements in further agreements.

**The Operator has committed to __________% ACDBE participation.**

Broward County has a Federal Aviation Administration (FAA) approved nondiscriminatory management agreement and corresponding County policy governing ACDBE participation in County contracts and other selected activities, which includes management contracts. Broward County has established a policy relating to Disadvantaged Business Enterprises ("DBE") participation in all County contracts and other selected activities, which includes concessions under an Airport Concession Disadvantaged Business Enterprises (ACDBE) program. In order for the concession to be considered an ACDBE under federal requirements, firms must be certified ACDBE.

It is the policy of Broward County to ensure that ACDBEs, as defined in 49 CFR Part 23, can compete fairly for opportunities on all contracts awarded by the County to ensure a level playing field.

**Contract Assurances:** The following clauses pertaining to compliance with 49 CFR Part 23 shall become a part of your contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of this Agreement section, the clauses set forth in this Airport Concession Disadvantaged Business Enterprise shall control.

**Nondiscrimination; Remedies -** The Operator or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of contracts subject to USDOT requirements. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**Participation by ACDBEs -** It is the policy of Broward County that ACDBE firms, as defined herein, can compete fairly for opportunities on all contracts awarded by the County to ensure a level playing field. The Operator hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this Section 17.3, in accordance with 49 CFR Part 23, as amended, to ensure that the ACDBE firms have fair opportunity to compete for and perform contracts.
Prompt Payment - The Operator hereby agrees to pay its subcontractors and suppliers within thirty (30) days following receipt of the service or supplies. A finding of nonpayment to subcontractors and suppliers is a material breach of this Agreement. The Operator shall include the foregoing prompt payment language in all of its contracts with subcontractors who participate on County projects subject to the regulations in 49 CFR Parts 23 and 26, as amended. Designated staff of the OESBD will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

Contract Compliance Monitoring - Compliance monitoring is conducted to determine if Operator and/or subcontractors are complying with the requirements of the ACDBE Program. Failure of the Operator to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the 49 CFR Parts 23 and 26 and the County's Business Opportunity Act of 2012, Ordinance 2012-33. Contract compliance will encompass monitoring for contract dollar achievement and ACDBE utilization. The Office of Economic and Small Business Development shall have the authority to audit and monitor all contracts and contract-related documents related to Broward County projects. The requirements of the ACDBE Program are applicable to Operator and its ACDBE team. Operator shall be responsible for ensuring proper documentation with regard to its utilization and payment of ACDBE subcontractors.

The Operator shall inform the County immediately when an ACDBE subcontractor is not able to perform or if the Operator believes the ACDBE subcontractor should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of the Operator to substitute the ACDBE subcontractor with another ACDBE subcontractor. The Operator may change its ACDBE subcontractor only upon receiving the prior written approval of the Office of Economic and Small Business Development.

Operator’s ACDBE participation plan is set forth in Exhibit D-1 attached hereto and made a part hereof. Subject to the approval of the OESBD, said participation plan may be revised and updated by the Operator, and upon OESBD’s approval, Exhibit D-1 shall be revised and replaced.

17.4 Operator shall submit, within twenty (20) days of the end of each quarter, based upon the County’s fiscal year and fiscal quarters, a report detailing its ACDBE participation for the previous quarter, on a form (Exhibit D-3 Quarterly Activity Report) provided by the County’s Office of Economic and Small Business Development (OESBD). This report shall be submitted to:

Director, Office of Economic and Small Business Development
115 South Andrews Avenue, A-680
ARTICLE XVIII
GENERAL PROVISIONS

18.1 Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Operator shall have the right to operate at Airport under the provisions of this Agreement.

18.2 Nothing contained in this Agreement shall grant to the Operator any rights whatsoever in the air space above the Airport. In that regard, the County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or removal of structures upon the Airport premises, together with the right to prevent the Operator from erecting or permitting to be erected any structure at the Airport which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.

18.3 The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

18.4 Operator and its successors in interest shall to restrict the height of structures, objects of natural growth and other obstructions on any areas it occupies to a height in order to comply with all provisions of this Agreement and all applicable Federal Aviation Regulations, including but not limited to Part 77.
18.5 Operator expressly agrees, for itself and its successors in interest to prevent any use or action by Operator or Operator's Parties, of any areas which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard to aircraft or others.

18.6 County reserves the right to maintain such utility easements and/or licenses on the premises of the Airport as may now or in the future be determined to be necessary to serve the needs of the Airport, and the Operator agrees to take this Agreement subject to said easement and/or license requirements. Such easements and/or licenses will be used for, but not limited to, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above ground street lighting and power poles.

18.7 Subordination - This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the leasehold improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any other revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.

18.8 Captions - The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
18.9 **Severability** - In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Operator elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

18.10 **Agent for Service of Process** - If Operator is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of the State of Florida, or is a foreign corporation, then Operator must be registered with the Secretary of State of the State of Florida and designate the Florida Secretary of State as its agent for service of process in any court action between Operator and County arising out of or based upon this Agreement, and the service will be made as provided by the laws of the State of Florida for service upon a non-resident, who has designated the Florida Secretary of State as agent for service. If for any reason, service of such process is not possible, and as an alternative method of service of process, Operator waives personal service and agrees Operator may be served with process out of the State of Florida by certified mailing to Operator at the address set forth herein. Any such service out of the State of Florida will constitute valid service upon Operator as of the mailing date. Operator consents and agrees to the process so served, submits to the jurisdiction of Florida, and waives any and all objections and protest with respect to such service. If Operator fails to register with the Secretary of State of the State of Florida and contests this waiver of personal service, Operator shall pay Broward County’s reasonable attorneys’ fees and costs if Broward County successfully enforces this waiver of personal service.

18.11 **Waiver of Claims** - Operator hereby waives any claim against Broward County and its officers, commissioners and employees for any consequential damages, including without limitation any loss of anticipated profits, caused by (a) any failure of County to comply with any obligations hereunder; (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; or (c) by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out; or (d) any change in the operation or configuration of, or any change in procedures governing the use of the Airport.

18.12 **Right to Develop Airport – Regulatory Approvals.**

18.12.1 County reserves the right to further develop and improve County-owned property, as it sees fit, regardless of the desires or views of Operator, and without interference or hindrance, consistent with Applicable Laws and Regulations.

18.12.2 Operator acknowledges that County, from time to time, will be seeking regulatory approvals (collectively "Regulatory Approvals") in connection with Airport projects, which may include the following: (i) amendment of
development agreements and orders; (ii) agreements with the state of Florida and other agencies; (iii) land use and zoning amendments; (iv) preparation of environmental assessments and environmental impact statements; (v) such permitting as may be required by federal, state, County or local regulations; and (vi) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of Airport projects. Operator agrees to cooperate with County in connection with County’s efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, Operator covenants and agrees to support County’s efforts to obtain the Regulatory Approvals and to execute any documents or instruments reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Operator shall not be required to bear any expense in connection therewith and Operator shall not be deemed an agent of County.

18.13 Visual Artists Rights Act. With respect to construction or installation of any improvements on Airport premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 USC Sections 106A and 113, as it may be amended from time to time (the "Act"), Operator agrees that it shall not (1) hire any artist or permit any agent, contractor, or other party, to hire any artist for the purpose of installing or incorporating any work of art into or at any Airport premises, or (2) permit the installation or incorporation of any work of art into or at any Airport premises without the prior written approval of the County. Operator shall provide such documentation as the County may request in connection with any such approval, which approval may be withheld by the County for any reason. Any approval of the County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to the County.

18.14 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

18.15 Joint Preparation. The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
18.16 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B C, D, E and F are incorporated into and made a part of this Agreement.

18.17 Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

18.18 Binding Document. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement. This Agreement is binding at execution. The individuals executing this Agreement on behalf of Operator personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

18.19 Damage to Airport Facilities. Operator and Operator's Parties shall be financially responsible for any and all damage to any County property or any other property at the Airport caused by Operator or any of Operator's Parties (but excluding the general public) including, but not limited to, damage to the Terminal areas, roadways, and any and all areas where any activities are performed by Operator.

18.20 Right to Amend. In the event that the United States Government, the State of Florida, or any agency or department thereof, requires modifications in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required, and upon any failure of Operator to agree to any such amendments, modifications, revisions, supplements, or deletions, the County shall be entitled to terminate this Agreement upon thirty (30) days' notice to the Operator.

18.21 Time of the Essence. Time is expressed to be of the essence of this Agreement.

18.22 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

18.23 Upon the termination of this Agreement, through passage of time or otherwise, the Operator shall aid the County in all ways possible in continuing to manage the Airport's public and employee parking facilities without interruption of service.

18.24 Survival. Upon termination or expiration of this Agreement, the Operator shall remain liable for all obligations and liabilities that have accrued prior to the Termination Date. Notwithstanding any provision of this Agreement to the contrary, NO obligation which accrued but has not been satisfied under any prior agreements between the parties, shall terminate or be considered canceled upon...
execution of this Agreement. Rather, such obligation shall continue as if it had
accrued under this Agreement until the obligation is satisfied.

18.25 **Recordation of Agreement.** Operator shall not record this Agreement or any
memorandum thereof in the Public Records of Broward County, Florida, and a
violation of this paragraph by Operator shall automatically void those provisions
and portions of this Agreement which run to the benefit of Operator.

18.26 **Police/Regulatory Powers.** County cannot, and hereby specifically does not, waive
or relinquish any of its regulatory approval or enforcement rights and obligations
as it may relate to regulations governing the Assigned Areas, any improvements
thereon, or any operations at the Assigned Areas, or at any other areas of the
Airport. Nothing in this Agreement shall be deemed to create an affirmative duty
of County to abrogate its sovereign right to exercise its police powers and
governmental powers by approving or disapproving or taking any other action in
accordance with its zoning and land use codes, administrative codes, ordinances,
rules and regulations, federal laws and regulations, state laws and regulations, and
grant agreements. In addition, nothing herein shall be considered zoning by
contract.

18.27 The Operator agrees to keep all insurance policies in effect throughout the term of
this Agreement.

18.28 No commissioner, director, officer, agent or employee of County shall be charged
personally or held contractually liable by or to the Operator under any term or
provisions of this Agreement or of any supplement, modification or amendment to
this Agreement or because of any breach thereof, or because of its or their
execution or attempted execution.

18.29 **Environmental Compliance; Environmental Containment and Removal.**

18.29.1 Operator shall provide the Aviation Department, if requested at any time,
with a list of all pollutants or hydrocarbon contaminates, hazardous
materials, or other contaminants or regulated materials (collectively,
“Materials”) stored, used, generated or disposed of on Airport Property
by the Operator.

18.29.2 Operator shall comply with Applicable Laws and Regulations and the
requirements of any development order covering the Airport, including,
without limitation, those addressing the following:

(a) Proper protection, use, storage, treatment and disposal of
Materials, including contracting with a licensed hazardous
waste transporter or treatment and disposal facility to assure
proper transport and disposal of hazardous waste and other
regulated Materials.
(b) Proper protection, use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable.

(c) Adequate inspection, licensing, insurance, and registration of existing or future storage tanks, storage systems, and ancillary facilities to meet all County, local, state and federal standards, including the installation and operation of adequate monitoring devices and leak detection systems.

(d) Adequate facilities for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(e) Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code, as applicable and as such laws may be amended from time to time.

18.29.3 The release of any Materials on Airport premises as a result of Operator’s operations at the Airport, that is in an amount that is in violation of any Applicable Laws and Regulations by Operator or any of Operator’s Parties whether before or after the Effective Date that is in an amount that violates any Applicable Laws and Regulations shall be at Operator’s expense, and upon demand of County or any of its agencies, immediately contained, removed and remediated to meet the requirements of Applicable Laws and Regulations. If Operator does not take action immediately to have such Materials contained, removed and abated, County or any of its agencies may, upon reasonable notice to Operator (which notice will be written unless an emergency condition exists), undertake the removal of the Materials and all other appropriate actions. However, any such actions by County or any of its agencies shall not release Operator from its obligations under this or any other provision of this Agreement or as imposed by law. Any action taken by either Operator or County to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, is not an admission of liability as to the source of, or the person who caused the pollution or its release. Operator shall assess or remediate any impacted property in accordance with timetables acceptable to County. County may pursue damages and any and all other available remedies from Operator if Operator does not comply with any of its obligations hereunder. As used in this Agreement, “Operator’s actions” and words of similar import shall include all actions and inaction by Operator and by any of Operator’s Parties.

18.29.4 Operator shall provide the Aviation Department with notice of releases of Materials occurring on account of Operator’s operations at the Airport,
which notices will be provided in accordance with the requirements of the Aviation Department’s policies and procedures manual. Operator shall maintain a log of all such notices and shall also maintain all records required by Applicable Laws and Regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with Applicable Laws and Regulations. Upon request by the Aviation Department, Operator shall make all such documentation available for the review of County’s representatives.

18.29.5 As required by Applicable Laws and Regulations, Operator shall provide the federal, state, County and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on Airport property that exceed an amount required to be reported to any local, County, state, or federal regulatory agency under Applicable Laws and Regulations, which notice will be in accordance with Applicable Laws and Regulations. Operator shall further provide the Aviation Department and the County Department of Planning and Environmental Protection (or successor agency) with written notice within one (1) business day following commencement of same, of the curative measures, remediation efforts or monitoring activities to be effected. Operator shall have an updated contingency plan in effect relating to releases that provides minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan will describe design features, response actions and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials or petroleum products or other Materials. Operator shall permit entry to any Airport areas that it occupies or uses at all reasonable times of inspectors of the County Department of Planning and Environmental Protection (or successor agency) and of other regulatory authorities with jurisdiction.

18.29.6 The Aviation Department, upon written notice to Operator, may inspect all documents relating to the environmental condition of the premises and areas of Airport property used by Operator, including without limitation, the release of any Materials or any Recognized Environmental Conditions on the Premises, or any curative, remediation, or monitoring efforts. The Aviation Department shall also have the right, upon written notice to Operator, to inspect any documents Operator must maintain under Applicable Laws and Regulations or any development order issued to County pertaining to the Airport, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. If requested at any time by the Aviation Department, Operator shall provide the Aviation Department with copies of any such documents. Operator shall allow inspection of the premises and areas of the Airport used by the Operator by appropriate
federal, state, County, and local agency personnel in accordance with Applicable Laws and Regulations and as required by any development order issued to County pertaining to the Airport.

18.29.7 If County arranges for the removal of any Materials or the associated impacts to the environment from a release of Materials which release was directly or indirectly caused by Operator or any of Operator's Parties. Operator shall pay all costs of the removal that are incurred by County and such payment must be made within ten (10) days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

18.29.8 Nothing herein shall release Operator of its general duty to cooperate with County in ascertaining the source and in containing, removing and abating any Materials. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Operator, and the federal, state, local and other County agencies and their employees, contractors, and agents, at all times in accordance with Applicable Laws and Regulations, have the right to enter any premises and areas used by the Operator or Operator's Parties at the Airport for purposes of the foregoing activities and to conduct environmental site assessments, inspections, testing, sampling, examinations and audits as deemed appropriate.

18.29.9 The provisions of this Section 18.29 shall survive the expiration or any other termination of this Agreement.

18.30 Public Entity Crimes Act. Operator represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Operator further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Operator has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Operator under this Agreement.

18.31 Drug-free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Operator shall serve as Operator’s certification that it either has or that it will establish a drug free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code.
18.32 **Conflicts.** Neither Operator nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Operator's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

(a) None of Operator's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Operator is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Operator or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

(b) In the event Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Operator.

18.33 **Contingency Fee.** Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, County shall have the right to terminate this Agreement without liability at its discretion, and to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE XIX**

**MISCELLANEOUS**

19.1 It is understood and agreed that this Agreement, the exhibits hereto and the proposal documents constitute the entire agreement between the parties hereto. It is further understood and agreed by Operator that no claim or liability or cause for termination shall be asserted by Operator against County, and County shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement; any other written or prior agreement with County being expressly waived by Operator.
19.2 **Dishonored Check or Draft.** In the event Operator delivers a dishonored check or draft to the Aviation Department in payment of any obligation arising under this Agreement, Operator shall incur and pay a service charge in the amount established by the Aviation Department from time to time, along with interest thereon at eighteen percent (18%) per annum from the original due date of such dishonored check or draft without further demand. In such event, the Aviation Department may require that future payments be made by cashier’s check or other means acceptable to the Aviation Department.

19.3 **This Agreement is binding at execution.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

19.4 **All approvals and consents required to be obtained hereunder must be in writing to be effective.**

19.5 **If the County incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not,** Operator agrees to pay all such costs and expenses including, but not limited to court costs, interest and reasonable attorney’s fees and costs, through all trial, appellate, post-judgment and bankruptcy proceedings.

19.6 **All rights and remedies of County hereunder or at law or in equity are cumulative,** and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Operator agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

19.7 **This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.** Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.8 **The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein; and, having so done, do hereby execute this Agreement as of the day and year set forth below.** The
language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto.

19.9 Operator covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any right created hereby or take any other action described by Article IX hereof, without the prior written consent of the County, contained in a written document executed with the same formality and of equal dignity herewith.

19.10 No modification, extension, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed by both parties with the same or similar formality as this Agreement.

19.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement, as amended, shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, OPERATOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

19.12 Upon termination or expiration of this Agreement, the Operator shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

19.13 All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section, unless the reference is made to a particular subsection or subparagraph of such
19.14 This Agreement shall not inure to the benefit of or be enforceable by any third party.

19.15 Any and all reports and other data and documents provided to County by Operator in connection with this Agreement are and shall remain the property of County.

19.16 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles I through XIX of this Agreement shall prevail and be given effect.

19.17 In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

19.18 Incorporation of Proposal Documents. The Request for Letter of Interest RLI#20150901-0-AV-01 (the "RLI") issued by the County and response of Operator to such, including all documents submitted by Operator to County for evaluation in the solicitation and award process pursuant to which the services represented by this Agreement was awarded to Operator, is hereby incorporated by reference into this Agreement and made a part hereof (the RLI and all documents filed by Operator in response thereto are called collectively, "Proposal Documents"). Operator shall be bound by all terms, conditions, representations, and commitments contained in the Proposal Documents. In the event Operator shall fail to abide by and comply with any of the terms, conditions, representations, or commitments contained in the Proposal Documents, then, at the option of County, such failure shall be deemed a default of this Agreement. In the event of any conflict between this Agreement and the Proposal Documents, this Agreement shall prevail.

19.19 Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

19.20 Operator shall bind each and every approved subcontractor to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article X on Operator's subcontractor. Pursuant to section 10.9, in the event Operator enters into any agreement with any contractor or subcontractor to perform work or activities with respect to this
Agreement, Operator shall ensure that all contractors and subcontractors shall obtain and maintain the necessary and appropriate insurance coverages. All insurance policies from all contractors, shall protect Broward County by adding Broward County as an additional insured. Operator shall provide County with copies of the foregoing insurance coverage upon County's request.
IN WITNESS WHEREOF, the parties hereto have made and executed this MANAGEMENT AGREEMENT FOR AIRPORT ECONOMY PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _________________, 20__, and OPERATOR, signing by and through its _____________________________, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

____________________________

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By____________________________

Mayor

_____ day of ________________, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312

Telephone: (954) 359-6100
Telexcopier: (954) 359-1292

Insurance requirements approved by Broward County Risk Management Division

By ______________________________

Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By ______________________________

Christine C. Lee (Date)
Senior Assistant County Attorney

CCL/ch
Bumper-to-Bumper Agreement
--/--/2015
#1–071.--
MANAGEMENT AGREEMENT FOR AIRPORT ECONOMY PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT BETWEEN BROWARD COUNTY AND ________________.

OPERATOR

ATTEST:

_________________ By: _____________________
Secretary
Title: ____________________

(CORPORATE SEAL) _____ day of __________, 20___
EXHIBIT A
AIRPORT PARKING ASSIGNED AREAS

All proposers are advised to conduct site surveys and become familiarized with all locations of Assigned Areas and operational characteristics.

AIRPORT ECONOMY PARKING

1. Parking Rates. Current established rates as defined in the Broward County Administrative Code, Chapter 39, Section 2 – Rates, Fees and Charges – Fort Lauderdale-Hollywood International Airport, which may be changed from time to time by the County.

2. Location. Approximately three (3) miles to the west of the Airport with 4,012 total spaces and 46 ADA Accessible spaces, however County may adjust the spaces that are available to Operator from time to time pursuant to written notice by the Aviation Department to the Operator.
### Annual Operating Budget

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
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</thead>
<tbody>
<tr>
<td>1 Salaries and wages</td>
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<tr>
<td>2 Fringe benefits</td>
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<tr>
<td>3 Payroll taxes</td>
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<td><strong>Subtotal Payroll Expenses</strong></td>
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<tr>
<td>4 Tickets and employee parking media</td>
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<tr>
<td>5 Towing service</td>
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<tr>
<td>6 Equipment and furnishing</td>
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<tr>
<td>7 Custodial supplies</td>
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<tr>
<td>8 Subcontracted services</td>
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<tr>
<td>9 Telephone services</td>
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<td>10 Startup Expenses</td>
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<td>11 Change Fund Expense</td>
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<tr>
<td>12 Recruiting Expense</td>
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<tr>
<td><strong>Subtotal Non-Payroll Expenses</strong></td>
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<tr>
<td>13 Annual Management Fee</td>
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<td><strong>Non-Reimbursable Expenses</strong></td>
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<tr>
<td>14 Uniforms/badges</td>
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<td>15 Office/general supplies</td>
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<td>16 Worker’s compensation coverage</td>
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<tr>
<td>17 Automobile &amp; General Liability Insurance</td>
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<td>18 Taxes, licenses, and permits</td>
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<td>19 Fuel, oil, and tires</td>
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<tr>
<td>20 General Supplies</td>
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<td>21 Equipment Rental/Serv. Agreements</td>
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<td>22 Marketing and promotions</td>
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<td>23 Customer Service Supplies</td>
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<td>24 Cost of Bond</td>
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<td>25 Annual CPA Audit</td>
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<td>26 Technology / Data Processing</td>
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<td>Miscellaneous Expense</td>
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<td>Overhead and Profit</td>
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<th>Total Non-reimbursable Expenses</th>
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<th></th>
<th>Total Operating Budget</th>
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80
I. During the performance of this contract, the Operator for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

(a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Operator of the Operator's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. The Operator shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish this information, the Operator shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Operator's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall
have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) **Incorporation of Provisions.** The Operator shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Operator shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Operator becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Operator may request the County to enter into such litigation to protect the interests of the County and, in addition, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

(g) The Operator, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) The Operator, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. During the performance of this contract, the Operator, for itself, its assignees and successors in interest agrees as follows:

(a) The Operator agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any
employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Operator agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Operator agrees that it will require its covered subcontractors to provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) The Operator agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Operator agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Operator agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered subcontractors, as required by 14 CFR Part 152, Subpart E.

(c) If required by 14 CFR Part 152, Operator shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Operator shall similarly require each of its covered subcontractors (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

(d) If Operator is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Operator shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Operator shall similarly require such affirmative action steps of any of its covered subcontractors, as required under Part 152.

(f) Operator shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Operator shall require its covered subcontractors to keep similar records as applicable.

(g) Operator shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Operator shall cause each of its covered subcontractors that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Operator who shall, in turn, submit same to the County for transmittal to the FAA.
III. The Operator, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates the Operator or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

IV. Operators shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.
EXHIBIT D – 1
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
LETTER OF INTENT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

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<thead>
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<th>Solicitation Number:</th>
<th>Project Title:</th>
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<tr>
<th>Bidder/Offeror Name:</th>
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<th>ACDBE</th>
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A. This is a letter of intent between the bidder/offor on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 20 or 23 as applicable.
B. By signing below, the bidder/offor is committing to utilize the above-named DBE/ACDBE to perform the work described below.
C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
D. By signing below, the bidder/offor and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

<table>
<thead>
<tr>
<th>Work to be performed by DBE/ACDBE Firm</th>
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<tbody>
<tr>
<td>Description</td>
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AFFIRMATION: I hereby affirm that the information above is true and correct.

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<tr>
<th>Bidder/Offeror Authorized Representative</th>
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<td>(Name)</td>
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<tr>
<th>DBE/ACDBE Subcontractor/Supplier Authorized Representative</th>
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<tbody>
<tr>
<td>(Name)</td>
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</table>

Visit [http://www.census.gov/ees/www/naics/](http://www.census.gov/ees/www/naics/) to search. Match type of work with NAICS code as closely as possible.

* To be provided only when the solicitation requires that bidder/offor include a dollar amount in its bid-offer.

In the event the bidder/offor does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

*DBE ACDBE Letter of Intent - Rev. January 2013*
EXHIBIT D – 2
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) 
APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT 

BROWARD COUNTY
FLORIDA

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT

PURSUANT TO
TITLe 49 CFR PARTS 23 AND 26

SOLICITATION NO.: 

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME: 

ADDRESS: 

TELEPHONE: ________________________ FAX: ________________________

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: ________________________

PRINT NAME/TITLE: ________________________

DATE: ________________________

OESBD Compliance Form DBE/ACDBE GFE 031413
EXHIBIT D – 3
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
QUARTERLY ACTIVITY REPORT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
954-357-6400 • FAX 954-357-6674 • TTY 954-357-6684

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
QUARTERLY ACTIVITY REPORT

Reporting Period:
- 1st Quarter (10/1/____ – 12/31/____)
- 2nd Quarter (01/1/____ – 03/31/____)
- 3rd Quarter (04/1/____ – 06/30/____)
- 4th Quarter (07/1/____ – 09/30/____)

Concessionaire:

Address:

Project Title: ____________________ Concession Type: ____________________

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<th>Total Reported To Date (for Fiscal Year)</th>
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<th>Gross Receipts for Reporting Period (listed above)</th>
<th>ACDBE Participation % for this Reporting Period</th>
<th>Total ACDBE Gross Receipts Amount reported to date</th>
<th>Total ACDBE Participation % to Date</th>
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Signature of authorized representative / Date ____________________ Phone ____________________

Print name of authorized representative ____________________