



AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR THE MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE PARKING FACILITIES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-12-0-AV-04)

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and [REDACTED], a [REDACTED] ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. [Insert recitals if applicable]

Now, therefore, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 **ACDBE.** Airport Concession Disadvantaged Business Enterprise as defined in 49 CFR, Part 23 of the Regulations of the Office of the Secretary of the United States Department of Transportation.
- 1.2 **Airport.** Fort Lauderdale-Hollywood International Airport.
- 1.3 **Aviation Department.** The Broward County Aviation Department and its duly authorized representatives.
- 1.4 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.5 **Contract Administrator.** The Director of Ground Transportation of the Aviation Department, or his or her designee, pursuant to written delegation by the Director of Aviation, or any other employee expressly designated as Contract Administrator in writing by the County Administrator.
- 1.6 **County Administrator.** The administrative head of County appointed by the Board.
- 1.7 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.8 **Director of Aviation.** The Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.9 **Employee Parking Area.** The area of the Airport designated in **Exhibit A** for parking by the employees working at the Airport.

1.10 **Equipment/Furnishings.** All equipment and furnishings owned by County and used by Contractor to provide Services, which include, but are not limited to, golf carts, radios, and office equipment; excluding, however, computers, which will be provided and maintained by County.

1.11 **Fiscal Year.** The period beginning on October 1, 2019, and ending September 30, 2020, and each twelve month period thereafter, until the expiration or earlier termination of this Agreement.

1.12 **Gross Revenues.** All charges or other fees collected by Contractor, and all revenues of every kind and character derived from, arising out of, or payable on account of any and all operations of Contractor under this Agreement, whether the same shall be paid or unpaid, which include federal, state, and municipal taxes collected, including sales taxes, and any payments made by a Subcontractor to Contractor for the privilege of providing Services under this Agreement. Gross Revenues shall not include refunds and adjustments approved by the Contract Administrator to customers because of unacceptable or unsatisfactory services, or tips received by staff of Contractor or its Subcontractors in the provision of valet parking services.

1.13 **Parking Facilities.** The areas of the Airport designated in **Exhibit A**, which include the Public Parking Area, the Employee Parking Area, and the Support Space.

1.14 **Public Parking Area.** The area of the Airport designated in **Exhibit A** used for self-parking and valet services.

1.15 **Purchasing Director.** The Broward County Purchasing Director as appointed by the County Administrator.

1.16 **Services.** All work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in **Exhibit B**.

1.17 **Subconsultant or Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Contractor for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors," and the term "Subcontractor" shall include all "Subconsultants."

1.18 **Support Space.** The areas in the Parking Facilities designated in **Exhibit A** designated to be used by Contractor for office/administrative space or storage of inventory to support Contractor's Services.

ARTICLE 2
SCOPE OF SERVICES

2.1 Contractor shall perform all work identified in this Agreement including without limitation the Scope of Services stated in **Exhibit B**. The Scope of Services stated in this Agreement is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

2.2 Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3
TERM AND TIME OF PERFORMANCE

3.1 This Agreement shall become effective on the date it is fully executed by the Parties ("Effective Date").

3.2 The term of this Agreement shall commence on December 15, 2018 ("Commencement Date") and shall end five years thereafter ("Initial Term").

3.3 In the event County elects to extend the term of this Agreement beyond the Initial Term, Contractor agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. Contractor shall be compensated for the Services at the rate in effect when the extension was invoked by County. This option, if elected by County, shall be exercised by the Purchasing Director upon by written notice stating the duration of the extended period, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the Initial Term.

3.4 The continuation of this Agreement beyond the end of any County Fiscal Year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.5 All duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed in accordance with the timing stated in **Exhibit B**, unless otherwise approved by the Contract Administrator.

3.6 Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 4
COMPENSATION**

Contractor shall invoice County, and County will pay Contractor, for Services under this Agreement only in accordance with **Exhibit C**, up to maximum amounts as follows:

Services/Goods	Not-To-Exceed Amount
Fixed Fee	\$
Reimbursable Expenses	\$
TOTAL NOT TO EXCEED	\$

Payment shall be made only for work actually performed and completed pursuant to this Agreement as set forth in **Exhibit C** (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such work. Contractor acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Contractor shall not be reimbursed for any expenses it incurs under this Agreement.

**ARTICLE 5
INDEMNIFICATION**

Contractor shall at all times hereafter indemnify, hold harmless, and defend County and all of County's 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 Contractor, its 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, Contractor 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 the 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 Contract Administrator and the County Attorney, any sums due Contractor 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.

ARTICLE 6
INSURANCE AND BONDS

6.1 Insurance. Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages set forth in **Exhibit E**, in accordance with the terms and conditions required by this article. If services are required of Contractor pursuant to this Agreement subsequent to the expiration of the Agreement, Contractor shall provide, pay for, and maintain in force such insurance coverages until County determines all services required of Contractor have been completed. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A-, and having agents upon whom service of process may be made in Broward County, Florida.

6.1.1 Contractor shall specifically protect County by naming Broward County as an additional insured/loss payee under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, and any Property or Environmental Insurance policies.

6.1.2 All retentions, deductibles, and exclusions must be declared in writing and approved by County. Contractor shall be solely responsible to pay all deductibles or retentions applicable to a claim against County.

6.1.3 If Contractor maintains broader coverage or higher limits than the minimums shown above, County requires, and shall be entitled to, the broader coverage or the higher limits maintained by Contractor.

6.1.4 Contractor shall provide written notice to County of any cancellation or restriction of insurance at least thirty (30) days prior to the date of expiration, or ten (10) days prior to the date of expiration for cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance. County reserves the right to obtain a copy of any policy required by this Article within fourteen (14) calendar days after a written request to Contractor, either by a personal inspection of the policy at Broward County Aviation Department or by receiving a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination or expiration of this Agreement. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

6.1.5 County may modify the insurance coverages required under this section at any time as County determines necessary to protect County's interest. In such event, County shall notify Contractor of the modified requirements, and Contractor shall provide an updated Certificate of Insurance evidencing such modified coverages within thirty (30) days after County's notice of the modification to the requirements.

6.1.6 Subrogation. Notwithstanding anything to the contrary in this Agreement, Contractor waives any right of recovery against County for any loss or damage to the

extent the same is required to be covered by Contractor's insurance hereunder. Contractor shall obtain from its insurers a waiver of subrogation in favor of County in connection with any loss or damage covered by Contractor's insurance.

6.1.7 Certificate Holder Address. The certificate holder address shall read "Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by County.

6.1.8 Subcontractor Coverage. Any Subcontractor performing work for Contractor shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability, and Pollution coverages. Contractor shall require their Subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

6.1.9 The failure of County to demand evidence of the required insurance or to identify any deficiency in Contractor's coverage based on the evidence of insurance provided shall not be construed as a waiver by County. The insurance requirements required under this Agreement are minimum requirements, and shall in no way limit the Contractor's liability arising out of the work performed or related activities.

6.1.10 The terms of this section shall survive the expiration or earlier termination of this Agreement.

6.2 Security Deposit. As security for the payment of all monies due pursuant to this Agreement and the performance of Contractor's obligations under this Agreement, Contractor shall post a security deposit with County equal to the amount of five hundred thousand dollars (\$500,000) ("Security Deposit"). The Security Deposit shall be submitted to County simultaneously with submission to County of this Agreement as executed by Contractor. The Security Deposit shall be either in the form of cash or an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. County, upon at least fourteen (14) calendar days' notice to Contractor, may increase the amount of the required Security Deposit to reflect any increases in the monies due pursuant to this Agreement. In addition, County, upon at least fourteen (14) calendar days' notice to Contractor, may increase the amount of the required Security Deposit if County determines, in its sole discretion, that an increase is warranted due to increased obligations under this Agreement or based upon Contractor's payment or performance history at the Airport. In the event of any default, 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 any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such draw, Contractor shall replenish the Security Deposit with cash or a new Letter of Credit, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this

Agreement. If Contractor posts a cash deposit, then such cash deposit shall be retained by County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit, Contractor shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida that has a resident agent in Broward County and has been in business with a record of successful continuous operation for at least five (5) years. Any failure by Contractor to strictly comply with the terms of this section shall constitute a default and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 TERMINATION

7.1 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, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor'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. This Agreement may also be terminated for cause if: Contractor is ineligible to submit a bid or proposal to perform work for a public entity pursuant to Section 287.133, Florida Statutes; Contractor or any of its affiliates are placed on the "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes; or Contractor is ineligible to enter into a contract with a local government entity pursuant to Section 287.135, Florida Statutes.

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

7.4 In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed under this Agreement through the termination date

specified in the written notice of termination. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by County until all required documents are provided to County pursuant to Section 9.1.

ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY AND ACDBE COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation (USDOT) funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Contractor to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 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 concessions 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 USDOT's regulations, 49 CFR Parts 23 and 26. Contractor 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. Contractor 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.

8.2.1 Contractor has committed to a twenty-four percent (24%) ACDBE participation to be achieved pursuant to Contractor's ACDBE participation plan as set forth in **Exhibit H**.

8.2.2 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. 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 ACDBE program. In order for the concession to be considered an ACDBE under federal requirements, firms must be certified ACDBE.

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

8.3 Contract Assurances. In the event the following clauses conflict with any other terms or provisions of this Agreement, the clauses set forth in this section shall control.

8.3.1 Nondiscrimination/Remedies. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of contracts subject to USDOT requirements. Failure by Contractor to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as County deems appropriate.

8.3.2 Participation by ACDBEs. It is the policy of Broward County that ACDBE firms, as defined herein, can compete fairly for opportunities as Contractor, prime contractor, subcontractors, and suppliers on all contracts awarded by County to ensure a level playing field. Contractor hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this section in accordance with 49 CFR Part 23, as amended, to ensure that the ACDBE firms have fair opportunity to compete for and perform contracts.

8.4 Contract Compliance Monitoring. Compliance monitoring shall be conducted to determine if Contractor and/or Subcontractors are complying with the requirements of the ACDBE program. Failure of Contractor to comply with this provision may result in County imposing penalties or sanctions pursuant to the provisions of the 49 CFR Part 23 and 26 and the County's ACDBE program plan. Contract compliance will encompass monitoring for contract dollar achievement and ACDBE Subcontractors utilization. OESBD shall have the authority to audit and monitor all contracts and contract-related documents related to County projects. The requirements of the ACDBE program are applicable to Contractor and its Subcontractors. Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of ACDBE Subcontractors.

8.4.1 Contractor shall inform County immediately when an ACDBE Subcontractor is not able to perform or if Contractor believes the ACDBE subcontractor should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the ACDBE Subcontractor with another ACDBE Subcontractor.

Contractor may change its ACDBE Subcontractor only upon receiving the prior written approval of the OESBD.

8.5 Contractor's ACDBE participation plan is set forth in **Exhibit H**. Subject to the approval of the OESBD, said participation plan may be revised and updated by Contractor, and upon OESBD's approval, **Exhibit H** shall be revised and deemed automatically incorporated herein as so revised.

8.6 Within twenty (20) days after the end of each calendar quarter, Contractor shall submit a report detailing its ACDBE participation for the previous calendar quarter. The report shall be on a form provided by OESBD as set forth on **Exhibit I**. This report shall be submitted to:

Director, Office of Economic and Small Business Development
115 South Andrews Avenue, A-680
Fort Lauderdale, FL 33301

with a copy provided to:

Small Business Development Specialist
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

and an additional copy to:

Airport Manager - Ground Transportation
Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

8.7 By execution of this Agreement, Contractor represents that (a) Contractor is not prohibited from submitting a bid or proposal or performing work with a public entity pursuant to Section 287.133, Florida Statutes, (b) Contractor has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and (c) Contractor is not precluded from entering into this Agreement due to any basis stated in Section 287.135, Florida Statutes. County hereby materially relies on such representations in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Contractor all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9 MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Contractor grants to County a nonexclusive

license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

9.2.1 Keep and maintain public records required by County to perform the services under this Agreement;

9.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

9.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Contractor to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and

conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2251, ROSTER@BROWARD.ORG, 2200 SW 45TH STREET, SUITE 101, FORT LAUDERDALE, FLORIDA 33301.

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Contractor 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, Contractor or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor and its Subcontractors shall cooperate with County in any audit and must allow County representatives to speak to with the staff of Contractor and its Subcontractors.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the Contractor in

addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

9.5 Independent Contractor. Contractor is an independent contractor under this Agreement. In providing Services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.6 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as stated below unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Email address: BHenry@Broward.org

with a copy to:

CEO/Director of Aviation
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
Email address: MGale@Broward.org

FOR CONTRACTOR:

[Redacted]
[Redacted]
[Redacted]

Email address: [Redacted]

9.8 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County shall have the right to immediately terminate this Agreement. Contractor represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

9.9 Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Contractor'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 Contractor 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, that 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 Contractor 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. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

9.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure 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.

9.11 Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. 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 or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached, referenced, or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provision contained in Articles 1 through 9 shall prevail and be given effect.

9.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. 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 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, CONTRACTOR 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.**

9.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the

same or similar formality as this Agreement and executed by the Board and Contractor or others delegated authority or otherwise authorized to execute same on their behalf.

9.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. **[DELETE IF NOT APPLICABLE]**

9.19 HIPAA Compliance. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Contractor shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form located at the following link for the purpose of complying with HIPAA: <http://www.broward.org/Purchasing/Documents/Standard%20Business%20Associate%20Agreement%20Form.pdf>. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

9.20 Payable Interest

9.21.1 Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement, and include the following:

Exhibit A	Parking Facilities
Exhibit B	Scope of Services
Exhibit C	Payment Schedule
Exhibit D	Certification of Payments
Exhibit E	Minimum Insurance Requirements
Exhibit F	Security Requirements
Exhibit G	Nondiscrimination Requirements
Exhibit H	ACDBE Letter of Intent
Exhibit I	ACDBE Quarterly Activity Report
Exhibit J	Environmental

9.22 Representation of Authority. 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.

9.23 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.24 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 Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by Contractor shall serve as Contractor's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.25 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Contractor. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Contractor under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.26 Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall be responsible for and shall ensure that all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

9.27 Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.28 Additional Security Requirements. Contractor certifies and represents that it will comply with the Airport Security Requirements attached as **Exhibit F**.

9.29 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9.30 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910) with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970. Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9.31 Civil Rights – General. Contractor agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

9.32 Civil Rights – Title VII Assurances. Contractor agrees to abide by and comply with the nondiscrimination requirements set forth on **Exhibit G** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

9.33 Access. Contractor has the right of ingress and egress over Airport public roadways, including common use roadways, as such roadways may be changed from time to time, subject to all laws, ordinances, rules, and regulations which have been established or shall be established in the future by the Airport, the County, the federal government, or the State of Florida. Such rights of ingress and egress shall apply to Contractor's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

9.34 Airport Issued Identification Media and Emergency Response Training. All employees, agents, representatives, contractors, and subcontractors of Contractor shall obtain any Airport Issued Identification Media and complete any emergency response training required by Section 2-43 of the Broward County Code of Ordinances. Contractor shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the

requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

9.35 Environmental Compliance; Environmental Containment and Removal. Contractor shall comply with the environmental requirements attached hereto as **Exhibit J**.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 [redacted] day of [redacted], 20[redacted], and Contractor, signing by and through its [redacted], 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

[redacted] day of [redacted], 20[redacted]

Insurance requirements
approved by Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: _____
Tracy Meyer
Risk Insurance and Contracts Manager

By: _____ (Date)
Carlos Rodriguez-Cabarrocas
Assistant County Attorney

By: _____ (Date)
Alexander J. Williams, Jr.
Senior County Attorney

CRC/_____
Parking Mgmt Agreement
05/10/2018
#298810.4

**AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR THE
MANAGEMENT AND OPERATION OF THE PUBLIC AND EMPLOYEE PARKING FACILITIES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-12-0-AV-04)**

CONTRACTOR

WITNESSES:

CONTRACTOR NAME

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20__

Print Name of Witness above

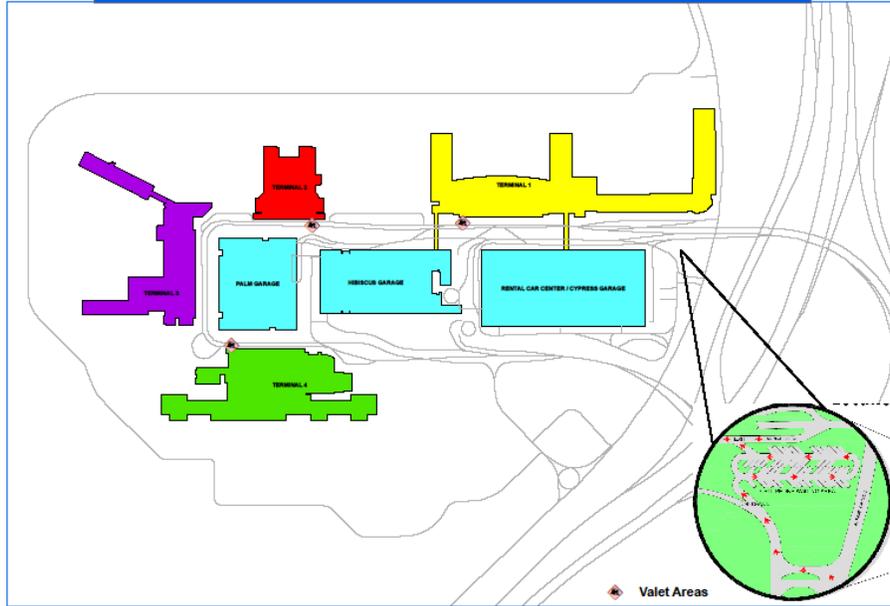
ATTEST:

Corporate Secretary or other person
authorized to attest

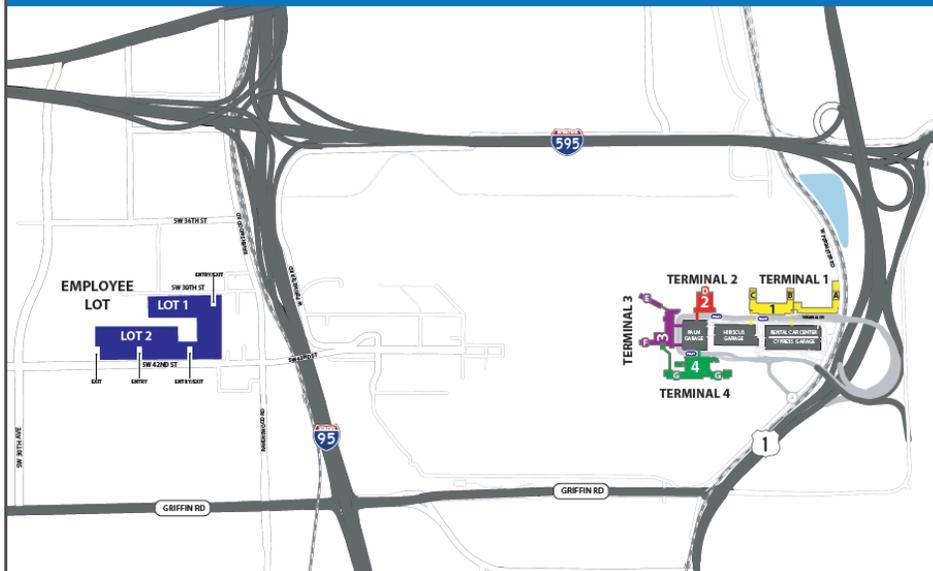
(CORPORATE SEAL OR NOTARY)

**EXHIBIT A
Parking Facilities**

**Fort Lauderdale-Hollywood International Airport
Parking Garages and Cell-Phone Waiting Area**



**FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
EMPLOYEE PARKING AREA**



* BCAD reserves the right to change any operational curbside areas, podiums, staging and pick-up locations at any time throughout the length of the contract.

Map of Administration Office Location

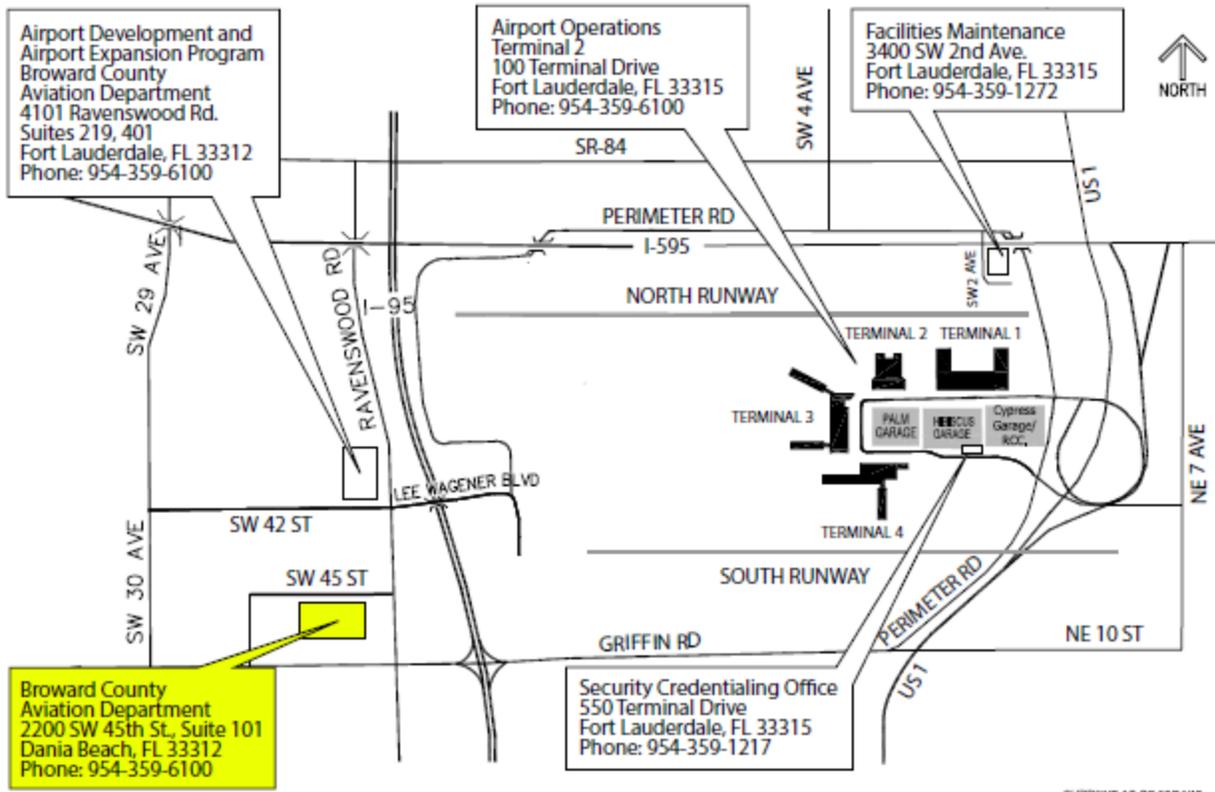


EXHIBIT B
Scope of Services

Contractor and County agree that Contractor shall provide the following Services under this Agreement:

1. Project:

A. Services. Commencing on the Commencement Date, Contractor shall manage and operate the Parking Facilities twenty-four (24) hours per day, seven (7) days per week, including holidays, or as otherwise required in writing by the Contract Administrator. The Services to be provided by Contractor include, but are not limited to:

- i. Providing valet services.
- ii. Managing the issuance and use of decals and proximity cards for the Employee Parking Area, including, but not limited to, issuing decals and proximity cards in accordance with Chapter 39, Broward County Administrative Code, and billing the appropriate parties for such decals and proximity cards.
- iii. Monitoring the Parking Facilities to maximize lot usage.
- iv. Enforcing all parking rules and regulations for the Parking Facilities.
- v. Charging users of the Parking Facilities the fees established by the Broward County Administrative Code, and collecting such fees. If Contractor charges any user a price in excess of the fees established by the Broward County Administrative Code, the amount by which the actual charge exceeds the established fee shall constitute an overcharge which, upon demand of the user or of the Contract Administrator, shall be promptly refunded to the user. The amount of any such refund shall be deducted from Gross Revenues provided that suitable evidence of payment of such refund is provided to the Contract Administrator by Contractor and provided further that the amount of said overcharge is, or has been, deposited as part of Gross Revenues in the bank account designated pursuant to this Agreement. If Contractor charges any user a fee that is less than the established schedule of fees, the amount by which the actual charge is less than the established fee schedule shall constitute an undercharge, and an amount equivalent thereto shall, upon demand by the Contract Administrator, be paid by Contractor into the bank account designated for the deposit of Gross Revenues. All overcharges and undercharges shall be immediately reported to the Contract Administrator.
- vi. Handling and immediately reporting to the Contract Administrator all claims made for damage to or within the Parking Facilities.
- vii. Immediately reporting any suspicious persons, illegal activities, or incidents involving property damage or personal injury to the Airport Operations Control

Center. A written report of every reported event shall be prepared by Contractor and kept on file unless otherwise specified in writing by the Contract Administrator. A copy of the report should also be immediately sent to the Contract Administrator.

- viii. Providing for the towing from the Parking Facilities of any vehicle requested to be towed by the Contract Administrator using a towing company approved by the Aviation Department. All vehicles shall be towed to the site designated by the Contract Administrator.
- ix. Inventorying and documenting all vehicles parked within the Parking Facilities at any point during the hours between midnight and 6:00 a.m. of each day. Such physical inventories shall include the following for each vehicle and any other information requested by the Contract Administrator: the date parked, a description of the area where the vehicle was parked, state of licensing, and license plate number. Contractor shall utilize any license plate inventory equipment provided by County for such data gathering. Such data shall be made available to the Contract Administrator upon request.
- x. Immediately notifying the Contract Administrator of any defalcation, theft, fraud, or embezzlement, or suspicion thereof, by any of its staff providing Services, and prosecuting such staff if requested by the Contract Administrator. Contractor shall provide all documents requested by the Contract Administrator relating to the foregoing, including, but not limited to, copies of police reports, reports to bonding company, bonding company's findings, and reports of any action taken against such staff. All staff of Contractor, including the Manager and Key Personnel, must sign a pre-employment statement stating that they are aware that they will be investigated and prosecuted to the fullest extent of the law for any theft, fraud, embezzlement, or similar activity.
- xi. Inspecting the Parking Facilities on a daily basis to ensure all revenue control equipment, elevators, escalators, lighting fixtures, and other infrastructures are in working order. Deficiencies must be immediately reported to the Contract Administrator.
- xii. Monitoring the Parking Facilities to prevent, deter, and minimize vandalism, damages, and theft of vehicles and equipment.
- xiii. Conducting scheduled facility inspections to ensure all safety standards outlined in the Airport's Safety Management Manual are met or exceeded. All hazardous conditions found must be barricaded to prevent access by the public, and must be immediately reported to the Airport Operations Communications Center and the Contract Administrator.
- xiv. Immediately notifying the Contract Administrator when a lot is closed because it has reached capacity.

- xv. Monitoring the intercom system and immediately responding to calls for assistance. Any known malfunctions in the system shall be immediately reported to the Airport Operations Communications Center and Contract Administrator.
- xvi. Resolving incidents of vandalism and fraud in the Parking Facilities.
- xvii. Closing the Parking Facilities, if requested by the Contract Administrator.
- xviii. Collecting, accounting for, and depositing daily, through an armored car service, by 5:00 p.m., in a bank account designated by County, all Gross Revenues collected during the previous day for the operation of the Parking Facilities, including, self-parking, valet parking, and employee parking. If Gross Revenues are picked up on a weekend or holiday, such funds shall be deposited in the bank by no later than 5:00 p.m. on the next business day. Any modification to the deposit schedule must have the prior written approval of the Contract Administrator. All Gross Revenues derived from the operation of the Parking Facilities belong to County and shall be held in trust by Contractor while the funds are in its custody and control. Should any Gross Revenues be lost, stolen, or otherwise removed from the custody and control of Contractor without the authorization of County prior to their deposit in the bank account designated by County, Contractor shall be responsible for and shall deposit in said account the identical 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 Contractor, any payments made to County on account thereof shall be reimbursed by County to Contractor if County has been fully repaid.
- xix. Budgeting for and obtaining all Equipment/Furnishings necessary to operate the Parking Facilities. All Equipment/Furnishings shall be inventory tagged. Contractor shall not dispose of any Equipment/Furnishings except in accordance with County procedures and with the prior written consent of the Contract Administrator.
- xx. Providing periodic 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, safety reports, and other reports that the Contract Administrator may request.

B. Modification of Parking Facilities. County reserves the right to add, remove, or modify the Parking Facilities to meet the operational needs of the Airport. In the event the Director of Aviation deems it desirable to add, remove, or modify the Parking Facilities and such change is reasonably determined by the Director of Aviation to have a material effect on the provision of Services under this Agreement, the Parties shall negotiate new rates for the Services for such revised Parking Facilities, which shall be reflected in an amendment to this Agreement. County also reserves the right to change any designations within the Parking Facilities as between employee parking areas, public parking areas, and valet parking areas, whether temporarily or permanently, to meet the operational needs of the Airport. In the event the Director of Aviation

deems it desirable to change the designations, then upon written notice by the Director of Aviation, **Exhibit A** shall be automatically amended to reflect the revised designations.

C. Support Space. County grants to Contractor the right to use the Support Space (as designated in **Exhibit A**) for office/administrative matters and storage of inventory in support of Contractor's Services. In the event that the Director of Aviation desires that Contractor utilize different locations, additional locations, or in reduced space than the Support Space reflected on **Exhibit A**, then upon written notice from the Director of Aviation, Contractor shall be required to utilize such different, additional, or reduced areas, as the case may be. In the event of any change in the Support Space as provided in this section, **Exhibit A** shall be automatically amended to reflect the revised Support Space upon notice from the Director of Aviation. Contractor acknowledges that such revised Support Space might not be similar in size or configuration to the Support Space initially designated in **Exhibit A**. This section shall not be construed to grant Contractor any leasehold interests.

2. Staffing/Operations:

A. Contractor shall provide all personnel, equipment, and supplies necessary for the Services contemplated in this Agreement.

B. Operating Plan.

- i. Within five (5) calendar days after the Effective Date of this Agreement, unless such deadline is otherwise extended in writing by the Contract Administrator, Contractor shall submit a management and operation plan ("Operating Plan") for the period covering the Commencement Date through September 30, 2019. Thereafter, the Operating Plan must be updated on an annual basis to cover the next Fiscal Year, through the expiration or earlier termination of this Agreement, and must be submitted to the Contract Administrator for approval at least thirty (30) days prior to the commencement of the applicable Fiscal Year.
- ii. The Operating Plan must address, at a minimum, the following, and any other items requested by the Contract Administrator, in as much detail as required by the Contract Administrator:
 - (a) Emergency Preparedness Procedures
 - (b) Incident and Safety Management Plan
 - (c) Hurricane Response Plan
 - (d) Staff Duties and Responsibilities (including resumes of all Key Personnel)
 - (e) Disciplinary Policy
 - (f) Training Procedures and Motivational Plan

- (g) Customer Service Program
- (h) Operating Budget: The operating budget must be on a form approved by the Contract Administrator and shall include all Reimbursable Expenses expected to be incurred by Contractor during the applicable Fiscal Year, each on a separate line item, and the Fixed Fee for such Fiscal Year in a lump sum, all separated by the type of service: self-parking, employee parking, and valet services. The operating budget must include any requests for salary increases and the justification for such increases. Any such increases must be consistent with industry standards based on staff performance and are at the sole discretion of the Contract Administrator.
- iii. The Contract Administrator must provide written approval of the Operating Plan, and each update, before the commencement of any Services by Contractor for such Fiscal Year. Such approval shall be at the Contract Administrator's sole discretion.
- iv. Contractor shall make any modifications to the Operating Plan that are requested in writing by the Contract Administrator within the timeframe required by the Contract Administrator.
- v. If requested in writing by the Contract Administrator, Contractor shall provide a copy of the Operating Plan, written confirmation that the Operating Plan is current, and written confirmation that Contractor is compliant with the Operating Plan.
- vi. Contractor must comply with the rules, regulations, and operating procedures contained within the Operating Plan. A failure to comply with the Operating Plan, as determined by the Contract Administrator, shall be a default under this Agreement entitling County to exercise any and all remedies available. The burden of proving compliance with the Operating Plan rests with Contractor.
- vii. In the event of any conflict between the terms of the Operating Plan and any terms of this Agreement, the terms of this Agreement shall control.

C. Key Personnel. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement, as such persons are identified below (collectively, the "Key Personnel"), are appropriately trained and experienced, and have adequate time and resources to perform in accordance with the terms of this Agreement.

- i. The Key Personnel shall be as follows:

Manager: _____
 [Title]: _____
 [Title]: _____

- ii. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty

(30) days' advance written notice (or as much notice as is possible if thirty (30) days' notice is not possible) regarding such changes, the management plan associated with such changes, and resumes of individuals that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.

- iii. In the event that the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such notice to affect replacement. Contractor must receive the Contract Administrator's prior written consent of the replacement Key Personnel.
- iv. County is not responsible for any additional costs associated with a change in the Key Personnel.
- v. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.

D. Manager. The Manager identified above as Key Personnel shall be in complete control of the Services provided in this Agreement.

- i. The Manager must work full-time and must not have any employment obligations other than managing Contractor's Services at the Airport.
- ii. The Manager must be a highly qualified and experienced manager, with at least three (3) years of experience in managing a parking facility at a large U.S. airport, unless the Contract Administrator allows otherwise.
- iii. The Manager must have full power and authority to take all necessary actions where a prompt response is required to maintain or restore Services.
- iv. The Manager must respond in writing to customer complaints regarding Services and report such complaints and their resolution to the Contract Administrator.
- v. The Manager must ordinarily be available during regular business hours. At all times during the Manager's absence, an equally authorized and qualified supervisor must be in charge and available.
- vi. The Manager must report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within fifteen (15) minutes after their occurrence.

E. Staffing.

- i. Contractor shall provide a staff in sufficient number to properly manage the Parking Facilities.
- ii. On or before the fifteenth (15th) day of each month, Contractor shall submit a staffing report to the Contract Administrator outlining the base number of staff Contractor plans to use for Services during the next month ("Staffing Report"). The proposed Staffing Report shall be generated based upon anticipated operations at the Parking Facilities, taking account of holiday travel seasons. The Staffing Report shall include the classifications of staff positions and the responsibilities of each position, staffing schedules by time period (including the hours of each shift), any requested overtime (including the justification for such overtime), and any other detail required by the Contract Administrator. The Contract Administrator must approve each Staffing Report, including the overtime request stated therein, before the commencement of Services for the applicable month. Any changes to the Staffing Report requested by the Contract Administrator shall be made by Contractor and resubmitted for approval by the Contract Administrator within the time period requested by the Contract Administrator.
- iii. In the event of a disagreement regarding the amount of staff necessary, the Contract Administrator's decision shall control.
- iv. The Staffing Report can be amended only with the written approval of the Contract Administrator.
- v. All staff shall undergo a background check approved by the Contract Administrator before providing Services. Contractor shall review such background checks and prohibit all individuals from providing Services that it deems unfit to provide Services. Copies of the results of such background checks shall be provided to the Contract Administrator upon his or her request.

F. Appearance/Conduct.

- i. Contractor's staff, including the Manager and Key Personnel, while providing Services under this Agreement:
 - (a) Must be qualified, competent, and experienced;
 - (b) Must wear distinctive uniforms identifying them as part of Contractor, which uniforms must be approved in writing by the Contractor Administrator. The uniforms must consist of a shirt, pants, jacket with company logo, and a name tag with at least ¼ inch letters;

- (c) Must wear a company badge with photo identification and Airport Issued Identification Media. The form badge must be approved in writing by the Contractor Administrator;
 - (d) Must be clean, neat in appearance, and uniformly attired;
 - (e) Must be able to effectively communicate orally and in writing in the English language;
 - (f) Must maintain the highest standards of service;
 - (g) Must comply with all Airport rules;
 - (h) Must not eat, drink, or smoke while on duty or in any area in the Parking Facilities that is open to the public; and
 - (i) Must be courteous, polite, and inoffensive in their conduct and demeanor.
- ii. Contractor shall control the conduct, demeanor, and appearance of its staff by, among other things, imposing disciplinary actions against such persons consistent with Contractor's policies and any other directive from the Contract Administrator, which shall include, but not be limited to, removal from providing Services. Periodic quality control inspections concerning the conduct, demeanor, and appearance of Contractor's staff may be made by the Contract Administrator.

G. Training.

- i. Contractor shall create and implement a training program for Contractor's staff. Such training shall be provided when initially hired (and before commencing Services) and on an annual basis, and must include training on at least the following topics: Airport rules, customer service, safety, the Operating Plan, and Airport familiarization. County shall not be charged for any such training. Contractor shall give the Contract Administrator written notice of such training at least two (2) weeks prior to such training. The Contract Administrator has the right to observe or send representative(s) to observe such trainings. Contractor shall make any changes to the training that are requested in writing by the Contract Administrator.
- ii. Contractor shall require its staff, as applicable, to participate in any training offered by County in which the Contract Administrator requests participation. Such training may include, but is not limited to, the County SUNsational Service Program and any emergency preparedness training. County may not be charged for any such training, and County retains the right, at the sole election of the Director of Aviation, to impose a reasonable charge to Contractor for such training.

3. Maintenance:

A. Contractor Obligations. Contractor shall maintain the Parking Facilities and the fixtures, equipment, improvements, and appurtenances thereon, including, but not limited to, the walls and ceilings, overhead piping, signage, parking equipment, and gate arms, the sidewalks leading to, from, and within the Parking Facilities, the parking garage structure, exit booths, entrance and exit roadways and associated ramps, elevators, escalators, shuttle service shelters, stairwells, and vestibules, in a clean, safe, neat, orderly, sanitary, and presentable condition, and free and clear of all trash, rubbish, debris, rodents, insects, and other pests. Contractor shall furnish its own janitorial service for the Parking Facilities and shall cause all waste, garbage, and rubbish to be removed from the Parking Facilities on a daily basis. Such waste, garbage, and rubbish may not be deposited on any part of the Airport. All maintenance completed by Contractor or on its behalf shall be of first class quality in both materials and workmanship. All maintenance shall be completed in conformity with the rules and regulations prescribed from time to time by federal, state, county, and local authorities having jurisdiction over the work. Contractor agrees to provide and use suitable covered receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or similar items is not permitted.

B. County Obligations. County shall maintain and repair the structural elements of the Parking Facilities and the fixtures, equipment, improvements, and appurtenances thereon. County shall also be responsible for maintaining the landscaping at the Parking Facilities, replacing any light bulbs to permanent lighting in the Parking Facilities, maintaining any permanent signage at the Parking Facilities, and providing for garbage dumpster pickup from the Parking Facilities. Contractor shall immediately notify the Contract Administrator of any such required maintenance or repairs.

County shall not be liable to Contractor for any damage to persons or property of any kind caused by water or leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment, or caused by any damage to any structural or permanent portion of the Parking Facilities. Further, County shall not be liable to Contractor for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of the Parking Facilities, unless (i) County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Contractor; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Contractor or Contractor's staff.

Notwithstanding any other provision contained in this Agreement, County shall have the absolute right to maintain and to make repairs, alterations, and additions to the Parking Facilities, as well as the right to enter the Parking Facilities for the purpose of doing so, free from any and all liability to Contractor for any damages sustained by Contractor as a result of County's making any such repairs, alterations, or additions. County shall endeavor to provide advance notice to Contractor of such repairs, alterations, and additions.

C. Utilities. County shall maintain all utility service lines, electrical equipment, fire and security alarms, air conditioning, and elevators located within the Parking Facilities.

D. Striping and Other Maintenance. Contractor shall immediately notify the Contract Administrator in writing when striping, re-striping, re-lamping, or other maintenance items, including maintenance of the revenue control system, become necessary in the Parking Facilities. The Contract Administrator, at his or her sole discretion, will determine if striping, re-striping, re-lamping, or such other maintenance items are actually necessary. If the Contract Administrator elects to proceed with any recommended maintenance and the Contract Administrator determines that such maintenance is beyond the capabilities of the Aviation Department, upon written request by the Contract Administrator, Contractor shall perform the maintenance at a cost and on terms to be negotiated and agreed to in advance by the Parties, with County acting through its Contract Administrator. Contractor's agreed to costs of performing the maintenance will be planned for and included in the Operating Plan in accordance with this Agreement when it is practicable to do so, and, if such maintenance is requested by the Contract Administrator and the pricing is approved by the Contract Administrator, such maintenance shall be considered a Reimbursable Expense. If the Parties are unable to agree on the cost of the maintenance, County can utilize other means to complete the maintenance, including, but not limited to, hiring a third party.

E. Revenue Control Systems. County shall be responsible for the replacement, repair, and modification of the revenue control systems in the Parking Facilities. However, Contractor shall provide such assistance as the Contract Administrator may request, including, but not limited to, preventive maintenance, routine maintenance, repair of gate arms, loading of tickets, clearing ticket jams, card readers, and revenue control equipment recommendations. In no event shall Contractor perform any work or modifications on the revenue control systems other than specifically requested and approved in writing by County.

F. Equipment/Furnishings. Contractor shall maintain and repair all Equipment/Furnishings installed or assigned to the Parking Facilities. Contractor shall obtain prior written approval of the Contract Administrator prior to performing any maintenance or repair of Equipment/Furnishings. Maintenance and repair expenses made to Contractor's own equipment and furnishings shall not be a Reimbursable Expense. All maintenance and repairs completed by Contractor or on its behalf shall be of first class quality in both materials and workmanship. If in the sole judgment of the Contract Administrator any maintenance or repair of Equipment/Furnishings is not of first class quality, Contractor shall not be entitled to the reimbursement of such cost until such time as Contractor makes the required corrections the Contract Administrator deems necessary. County shall not be obligated to reimburse the Contractor any additional expenses paid by Contractor in making the required corrections.

G. Damage to Property and Parking Facilities. Contractor shall not damage or destroy, or cause to be damaged or destroyed, any County fixtures, equipment, furnishings, or property, including, but not limited to, the Equipment/Furnishings and the Parking Facilities. If the Contract Administrator determines that any County fixtures, equipment, or property was destroyed or damaged by Contractor or Contractor's staff, including, but not limited to, the Equipment/Furnishings or the Parking Facilities, Contractor shall make all repairs or replacements of same at Contractor's own expense. If such damage is repaired by County after failure by

Contractor to make such repairs, such costs for repair shall be recoverable by County as a deduction from Contractor's Fixed Fee.

H. Damage to Contractor's Property. County shall not be liable to Contractor for damage to Contractor's property, improvements, and facilities from any cause whatsoever, including, but not limited to, any negligence of any tenant, occupant, or other user of the Airport or any other person, unless, and only to the extent, caused by the negligence of County or County's agents, servants, or employees. Nothing in this section shall preclude Contractor from any claim or attempt to recover its damages from any third party (other than County) who may be liable therefore.

4. Complaints:

Contractor, through its Manager, must respond to complaints issued by the public or the Contract Administrator regarding Contractor's Services. Contractor shall verbally respond within one (1) calendar day of any complaint, which verbal response shall be followed up in writing within five (5) calendar days after such complaint. Contractor shall copy the Contract Administrator on all correspondence regarding any such complaints. At the request of the Contract Administrator, Contractor shall meet with the Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures requested by the Contract Administrator shall be implemented by Contractor as expeditiously as possible. Contractor shall submit a monthly report to the Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters.

5. Disincentive Charges:

A. Purpose. One of County's primary goals in granting this Agreement is to ensure that customer service provided to the users of the Parking Facilities at the Airport is of the highest caliber and is consistent with the image that the Airport seeks to project to its users and visitors. Contractor agrees that County will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to County is not readily ascertainable at the time of contracting and would be impractical or very difficult to quantify. As such, in addition to all other remedies available under this Agreement, Contractor shall be subject to the disincentive charges set forth below if Contractor breaches the performance standards specified below. The amounts set forth in subsection below have been agreed upon as the Parties' reasonable estimate of County's damages in the event of such breach. County's acceptance of any 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.

B. Performance Standard Breaches. The following specific breaches shall be referred to as "Performance Standard Breaches." Contractor agrees to pay to County the amount specified below as a disincentive charge for the applicable breach:

- i. Failing to provide any reports required by this Agreement within the timeframe required by this Agreement, including, but not limited to, the monthly Staffing Report, the annual Operating Plan, and the monthly report summarizing all complaints - \$50 for each day that the applicable report is late.
- ii. Failing to comply with the Emergency Preparedness Procedures of the Operating Plan - \$500 per occurrence.
- iii. Failing to comply with the Incident and Safety Management Plan of the Operating Plan - \$500 per occurrence.
- iv. Failing to comply with the Hurricane Response Plan of the Operating Plan - \$500 per occurrence.
- v. Failing to comply with the Disciplinary Policy of the Operating Plan - \$500 per occurrence.
- vi. Failing to comply with the Training Procedures of the Operating Plan or the training requirements of this Agreement - \$500 per occurrence.
- vii. Failing to comply with the Customer Service Program of the Operating Plan - \$500 per occurrence.
- viii. Manager fails to comply with his or her duties as required by this Agreement - \$500 per occurrence.
- ix. Failing to comply with the Appearance/Conduct provisions of this Agreement, including, but not limited to, the requirement that staff be uniformed; wear a badge; be clean and neat in appearance; refrain from eating, drinking, or smoking while on duty or in any area in the Parking Facilities that is open to the public; and be courteous, polite, and inoffensive in their conduct and demeanor - \$500 per occurrence.
- x. Failing to comply with the Maintenance requirements of this Agreement - \$500 per occurrence.
- xi. Running out of decals or proximity cards for the Employee Parking Area - \$50 for each day that there are no decals or proximity cards.
- xii. Failing to Inventory or document all vehicles parked within the Parking Facilities at any point during the hours between midnight and 6:00 a.m. of each day - \$500 per occurrence.
- xiii. Failing to collect, account for, and deposit daily, through an armored car service, by 5:00 p.m., in a bank account designated by County, all Gross Revenues collected during the previous day for the operation of the Parking Facilities, including, self-parking, valet parking, and employee parking - \$250 for each day that the collection, accounting, or deposit is late.
- xiv. Failing to staff the Parking Facilities consistent with the Staff Report approved by the Contract Administrator - \$500 per occurrence.
- xv. Failing to follow the Parking Facility Operating Guidelines - \$500 per occurrence.

C. Procedure for Declaring Performance Standard Breaches. The determination as to whether performance standards have been breached is at the reasonable discretion of the Contract Administrator. Upon determining the existence of a Performance Standard Breach, the Contract Administrator shall issue a written notice to Contractor of the occurrence of such breach and the County's claim for disincentive payment. The notice of Performance Standard Breach shall become final and the associated disincentive charge shall be immediately due and payable unless the Contract Administrator receives no later than ten (10) calendar days after the Contractor's receipt of the notice of Performance Standard Breach a written statement from Contractor with Contractor's evidence that the breach did not occur. The Contract Administrator shall review such evidence and determine, in his or her reasonable discretion, whether Contractor has demonstrated that the breach did not occur, and notify Contractor of such decision in writing, which decision shall be final.

D. Waiver of Disincentive Payments/Charges. Disincentive charges shall be waived to the extent resulting from severe weather, work stoppages, or when other conditions indicate that the failure was unavoidable, as solely determined by the Contract Administrator. Any determination of waiver by the Contract Administrator must be in writing and shall be final and conclusive. If Contractor believes the occurrence of a particular event may cause delays, it is the responsibility of Contractor to notify the Contract Administrator of the event and to obtain prior written concurrence that disincentive charges will not be assessed.

6. Miscellaneous:

A. Utilities. County shall provide all utilities for the Parking Facilities it deems necessary, including air conditioning to the Support Space and toll plaza facilities. In the event Contractor wishes to install any utility other than that provided by County, Contractor shall obtain the prior written approval from the Contract Administrator and pay all expenses related to such additional utilities. County shall not be responsible in any way to Contractor for any failure or defect in the supply or character of electrical energy, water, sewer, or other utility service furnished to the Parking Facilities. County shall have the right to shut down electrical or any other utility services to the Parking Facilities when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections to the utility system, or for any other reason, regardless of whether the need for utility work arises in respect of the Premises. Whenever possible, County shall give Contractor no less than two (2) calendar days' prior notice for utility shutdown by County.

B. Equipment/Furnishings. County owns all existing Equipment/Furnishings that are located at the Parking Facilities. Title to all other items that are acquired by Contractor to preform Services and paid for or reimbursed by County as a Reimbursable Expense shall be vested in County upon payment of such Reimbursable Expense to Contractor and shall be asset tagged, except motor vehicles, which shall be immediately assigned a Broward County asset number upon payment of such Reimbursable Expense; however, title for such motor vehicles shall be vested in the Contractor until the expiration of this Agreement at which time title shall be immediately transferred to County or its designee. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

C. Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Contractor shall surrender possession of the Support Space in the same condition as it was received on the first day of occupancy, less reasonable wear and tear, and all of the Support Space and improvements located thereon shall be free and clear of all liens, encumbrances, and security interests. A final exit walkthrough inspection shall be conducted prior to surrender by Contractor and County to determine compliance with this provision and County's acceptance of the condition of the Support Space. In the event Contractor fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Support Space to the required condition and Contractor shall be required to reimburse County for all reasonable expenses incurred within ten (10) calendar days after such notice from County. The provisions of this section shall survive the expiration or other termination of this Agreement.

D. Removal. Contractor has the right at any time during the term of this Agreement to remove any furnishings, trade fixtures, or equipment it has installed in, on, or about the Parking Facilities that are not owned by County and that are owned by Contractor, subject to any lien County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and provided that Contractor shall repair any damage caused by the installation or removal of same to the Parking Facilities. Any such property not removed by Contractor by the expiration or earlier termination of this Agreement shall be deemed abandoned and become part of the Parking Facilities or, if elected by County, at its sole discretion, may be removed, stored, or sold by County, at Contractor's expense, with such obligation to pay surviving the expiration or earlier termination of this Agreement. Any proceeds from any such sale shall belong to County.

E. Holdover. To the extent construed as a lease contrary to the terms of this Agreement, any holding over of Contractor of the Support Space after the expiration or earlier termination of this Agreement shall not renew and extend same. Contractor shall be liable to the County for all loss or damage on account of any such holding over against County's will after the expiration or earlier 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 Support Space.

F. Closure. County may at any time temporarily or permanently close, or consent to or request the closing of any entrance roadway or Airport roadway, and any other area at the Airport presently or hereafter used as such, so long as an alternate means of ingress and egress is made available. Contractor hereby releases and discharges County of and from any and all claims, demands, or causes of action which Contractor 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, provided that County makes available an alternate means of ingress and egress.

G. Employee Parking. Contractor's staff, while actively providing Services under this Agreement, may park their vehicles in the Employee Parking Area. County retains the right, at

the sole election of the Director of Aviation, to impose a reasonable charge for the privilege of utilizing the Employee Parking Area.

H. Public Facility. It is understood and agreed between County and Contractor that County maintains and operates the Airport as a public facility, and that in order to render proper Airport services to the public, the Parking Facilities must be used only for the purposes specifically set forth in this Agreement. Contractor agrees that it shall provide the Services set forth in this Agreement and no other services.

I. Licenses and Permits. Contractor shall maintain in current status all federal, state, county, and local licenses and permits required for the operation of the business conducted by Contractor.

J. Other Arrangements. During the term of this Agreement, Contractor shall not enter into or maintain, directly or indirectly, any private parking arrangement that would result in Contractor's management, ownership, or investment in entities providing parking services in the vicinity of the Airport.

K. Best Efforts. Contractor shall use its best efforts to provide Services in a manner so as to maximize revenues and minimize costs, while providing the highest level of professional and courteous customer service.

L. Innovation. Contractor shall develop and partner with the Aviation Department to implement innovative programs that will increase the overall percentage of net revenue from all parking related facilities and services at the Airport. This may include promotional activities, new products, or new services that promote the Airport's parking product in the local market. Contractor must submit a business plan for each new product or service to the Contract Administrator for approval.

M. Service Standards. Contractor 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 Contract Administrator's determination as to quality of service that is required shall be conclusive and shall be accepted and performed by Contractor.

N. No Solicitation. Contractor shall not solicit any private business at the Airport, except as may be specifically allowed hereunder. No other type or kind of business, except that provided herein, shall be conducted at the Airport by Contractor.

O. Disputes. Should a conflict arise between Contractor and any contractors, tenants, or others at the Airport regarding the operational standards provided in this Agreement, the Contract Administrator's decision on the matter shall be final and conclusive. Contractor agrees to abide by the Contract Administrator's decision.

P. Cooperation. In recognition that Contractor possesses specialized knowledge in the management and operation of the Services, the Contract Administrator may at any time require Contractor to provide certain information and input with respect to the Services. In such event, Contractor agrees to fully cooperate with such inquiries and to be available to the Contract Administrator, including the attendance of meetings.

Q. Gratuities. Contractor's staff shall not solicit or accept any gratuities, except valet staff can accept gratuities (but not solicit them) when providing valet services.

R. Deliveries. All deliveries to the Parking Facilities shall be made in a manner and to a location established by the Contract Administrator. 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 Contractor to the satisfaction of the Contract Administrator.

S. Improvements. Contractor shall make no improvements, additions, alterations, or modifications to any portion of the Parking Facilities without the written approval of the Contract Administrator.

7. Software:

A. County Confidential Information. All rights, title, and interest in and to certain ideas, designs, and methods, specifications, and other documentation related thereto developed by Contractor and its Subconsultants specifically for County, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with the Services performed under this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Contractor or its employees, agents, Subconsultants, or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, Subconsultants, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of any federal, state, or local law by Contractor or its employees, agents, Subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall immediately turn over to County all County

Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subconsultants, or suppliers.

B. Maintenance of Confidential Information. Contractor shall advise its employees, agents, Subconsultants, and suppliers who receive or otherwise have access to County Confidential Information of their obligation to keep such information confidential, and shall promptly advise County in writing if it learns of any unauthorized use or disclosure of County Confidential Information. In addition, Contractor agrees to cooperate fully and provide all reasonable assistance to ensure the confidentiality of County Confidential Information.

C. Security and Access. Any access by Contractor to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Contractor. Contractor will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

D. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Contractor may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

E. Managed Services/Professional Services (IT)/Third-Party Vendors. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services under the Agreement or who had access to County's data and must ensure such employees' access to County data and network is promptly disabled. Contractor shall ensure all Contractor's employees with access to County environment have signed the County's Information Resources User Acknowledgement form prior to accessing County network environment. Contractor shall provide privacy and information security training to its employees with access to County environment upon hire and at least annually.

F. Payment Card Industry (PCI) Compliance. If and to the extent Contractor accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply:

- i. Contractor shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS").
- ii. Prior to the Effective Date, after any significant change to the CDE, and annually, Contractor shall provide to County:
 - (a) A copy of their Annual PCI DSS Attestation of Compliance ("AOC");
 - (b) A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process, or transmit on behalf of County, or to the extent that the service provider could impact the security of County's cardholder data environment.
 - (c) A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with County.
- iii. Contractor shall follow the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation.
- iv. If Contractor subcontracts or in any way outsources the CDE processing, or provides an Application Programming Interface ("API") that redirects or transmits County data to a payment gateway, Contractor is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to County.
- v. Mobile payment applications must follow industry best practices such as VISA CISP or Open Web Application Security Project for secure coding and transmission of payment card data.
- vi. Contractor agrees that it is responsible for the security of all cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
- vii. Contractor will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Contractor's notification to County be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

- viii. Contractor shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8)
- ix. Contractor shall activate remote access from Subcontractors into County network only when needed by Subcontractors to perform Services, with immediate deactivation after use. (PCI 12.3.9)
- x. Contractor shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into County's environment with access to any stored credit card data. (PCI 8.3)
- xi. Contractor shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County data. (PCI 10.5.5)
- xii. All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

2. Reimbursable Expenses:

A. In addition to the Fixed Fee, County shall pay Contractor all Reimbursable Expenses incurred after the Commencement Date and before the expiration or earlier termination of this Agreement that have been approved in advance and in writing by the Contract Administrator, and that are not otherwise prohibited by this Agreement. "Reimbursable Expenses" are limited to the following:

- i. Salaries and wages of Contractor's staff as approved by the Contract Administrator in the Staffing Report, as may be amended upon approval by the Contract Administrator;
- ii. Actual costs associated with obtaining the ticket stock, employee parking decals, and proximity cards issued to the users of the Parking Facilities;
- iii. Actual costs associated with the towing of vehicles directed by the Contract Administrator;
- iv. Actual costs associated with purchasing Equipment/Furnishings and the subsequent maintenance and repair of such Equipment/Furnishings;
- v. Actual costs associated with providing custodial services and other maintenance and repair in the Parking Facilities;
- vi. Actual costs associated with using an armored car service to deliver the Gross Revenues;
- vii. Bank fees for the County Change Fund;
- viii. Credit card transaction fees paid by Contractor on the Gross Revenues collected by Contractor;
- ix. Actual costs for cellular phones and any other phones needed by Contractor's Key Personnel to provide Services;
- x. Signage;
- xi. Tips and gratuities paid by credit card, debit card, or remitted electronically to County for valet services; and
- xii. Actual costs associated with moving from the Support Space, if directed by the Director of Aviation.

B. On or before the fifteenth (15th) day of each month where Reimbursable Expenses are expected to be incurred, Contractor shall submit a Reimbursable Expenses report to the Contract Administrator outlining, in as much detail as required by the Contract Administrator, the

Reimbursable Expenses Contractor plans to incur for Services during the next month ("Reimbursable Expenses Report"). The proposed Reimbursable Expenses Report shall be generated based upon anticipated operations at the Parking Facilities. The Contract Administrator must approve each Reimbursable Expenses Report before any such expenses may be incurred.

C. Any unforeseen Reimbursable Expenses not included in the Reimbursable Expenses Report may be approved at the discretion of the Contract Administrator.

D. No invoice for reimbursement of Reimbursable Expenses will be paid by County if invoiced to County more than sixty (60) days after such Reimbursable Expenses are incurred by Contractor.

3. Method of Billing and Payment:

A. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed and after the Reimbursable Expenses have been incurred. An original invoice plus one copy are due within fifteen (15) days after the end of the month except the final invoice, which must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall be on a form approved by the Aviation Department and shall designate the Fixed Fee and the Reimbursable Expenses actually incurred for the previous month. The invoice shall also state by category the Gross Revenues for the previous month. The Reimbursable Expenses and the Gross Revenues shall be broken down based on whether they were derived from valet services, self-parking services, or employee parking services. The amounts invoiced for Reimbursable Expenses shall not exceed in the aggregate or by line item the amounts stated on the Reimbursable Expenses Report for the applicable month, unless any increased or unforeseen Reimbursable Expense was approved by the Contract Administrator in accordance with this Agreement.

B. All documentation regarding Reimbursable Expenses that is requested by the Contract Administrator, including copies of invoices stamped paid indicating the date and check numbers and signed by Contractor, shall accompany the invoices.

C. The invoices shall include a statement from Contractor indicating, on a monthly basis, the actual number of eight-hour cashier shifts, and part-time and overtime hours worked during the month, including any additional personnel requested by the Aviation Department.

D. Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (**Exhibit D**). The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made.

E. County shall pay Contractor within thirty (30) calendar days after receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with

the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

F. Contractor shall pay its Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

G. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

H. Payment shall be made to Contractor at the address designated in the Notices section.

4. Miscellaneous:

A. Special Audit Report. Contractor shall provide to the Finance Division of the Aviation Department a special audit report of all Gross Revenues and operating expenses from its operations at the Airport and from the operations of related or affiliated companies involved in providing Services covered by this Agreement. The special audit report shall show all net revenue of the self-parking services, valet parking services, and all Reimbursable Expenses. The special audit report shall be prepared by an independent certified public accountant in accordance with generally accepted auditing standards published by the American Institute of Certified Public Accountants. The special audit report shall be submitted to the Aviation Department within ninety (90) calendar days after the end of each Fiscal Year and shall include, but not be limited to, the following:

4.11.1 Schedule of all Gross Revenues by category, by month, and by the separate services of: employee parking services, self-parking services, and valet parking services.

4.11.2 Schedule of all operating expenses, including Reimbursable Expenses, by category, by month, and by the separate services of: employee parking, self-parking, and valet parking. All Reimbursable Expenses for employee parking, valet parking services, and self-parking services shall be designated as such, and all non-Reimbursable Expenses shall be so designated.

4.11.3 Differences, if any, by category between audited revenue and expenses and the sum of the invoices that are provided pursuant to this Agreement.

B. County shall be the merchant of record for all credit card parking transactions. Contractor shall be compliant with Payment Card Industry Data Security Standards to the extent applicable to the Services provided by Contractor under this Agreement, including as required in Section 7.F of Exhibit B, and shall be responsible for the security of the payment cardholder data in its possession.

C. County shall fund a County Change Fund in an amount agreed to by County and Contractor to be sufficient to meet daily change fund requirements ("County Change Fund") associated with the cash-accepting pay on foot stations. The County Change Fund shall be held in trust by Contractor for the account of County, and the County Change Fund shall never be considered funds of Contractor. Contractor shall account for amounts into and disbursements from the County Change Fund through bi-weekly reporting to the Aviation Department, in the format required by the Aviation Department. The bi-weekly 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 Parking Facilities operations. Contractor will establish controls and provide information regarding the County Change Fund as may be requested from time to time by the Aviation Department and/or County. 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 Contract Administrator. The County Change Fund shall be deposited by Contractor in an interest bearing account and the interest shall belong to County. The funds in the County Change Fund shall be returned to County upon the expiration or earlier termination of this Agreement.

D. Contractor shall assume all financial responsibility for dishonored credit cards, and loss of funds or non-collected funds, except that Contractor shall not be responsible for non-collected funds if, at the sole discretion of the Contract Administrator, Contractor shows it attempted to collect such funds in a manner satisfactory to the Contract Administrator.

EXHIBIT D
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.1 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

_____ Contractor

By _____
 (Signature)

By _____
 (Name and Title)

STATE OF)
) SS
 COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

 (Signature of person taking acknowledgment)

 (Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

EXHIBIT E Minimum Insurance Requirements

Insurance Requirements for Parking Facility Management and Operation

the following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not approved 4. No deductible greater than \$10,000.00	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises--Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard (5 years) <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil landside \$ 5 mil airside	\$ 2 mil landside \$ 5 mil airside
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> GARAGE KEEPERS		\$2 mil	
<input checked="" type="checkbox"/> CRIME		\$2 mil	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI/RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101,
 Dania Beach, FL 33312 : Parking

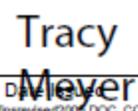

 Digitally signed by Tracy Meyer
 DN: dc=local, dc=fl-airport,
 ou=FLUSERS, cn=Tracy Meyer
 Date: 2018.04.04 11:42:42
 -0400
 InsuranceLimitsForm.03 Revised certificateofinsurancerevised2005.DOC COI

EXHIBIT F
Security Requirements

Airport Security Program and Aviation Regulations.

Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor also 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, including any regulations pertaining to emergency response training, and to take such steps as may be necessary or directed by the County to ensure that subconsultants/subcontractors, employees, invitees and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, 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 Contractor 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. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (a) Access to Security Identification Display Areas and Identification Media. Contractor 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, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor 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. Contractor 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 Contractor 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.

- (b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Contractor shall ensure that all such vehicle Contractors possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subconsultant/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.
- (c) Consent to Search/Inspection: Contractor 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. Contractor further agrees on behalf of itself and its subconsultant/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. Contractor 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, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subconsultant/subcontractor.
- (d) Contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/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.
- (e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

EXHIBIT G
Nondiscrimination Requirements

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**EXHIBIT H
ACDBE 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)**

Solicitation Number:	Project Title:
----------------------	----------------

Bidder/Offeror Name: _____
 Address: _____ City: _____ State: ____ Zip: _____
 Authorized Representative: _____ Phone: _____
 DBE/ACDBE Subcontractor/Supplier Name: _____
 Check one: Address: _____
 DBE City: _____ State: ____ Zip: _____ Phone: _____
 ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror 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 26 or 23 as applicable.
- B. By signing below, the bidder/offeror 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/offeror 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.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS [†]	DBE/ACDBE Contract Amount [‡]	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

_____ (Signature) _____ (Title) _____ (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

_____ (Signature) _____ (Title) _____ (Date)

[‡] Visit <http://www.census.gov/eos/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/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror 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 I
ACDBE Quarterly Activity Report**



Office Economic and Small Business Development
Government Center Annex
115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

**AIRPORT CONCESSION DISADVANTAGED
BUSINESS ENTERPRISE (ACDBE)**

QUARTERLY ACTIVITY REPORT

Reporting Period: 1st Quarter (10/1/___ – 12/31/___) 2nd Quarter (01/1/___ – 03/31/___)
(Please check appropriate reporting period) 3rd Quarter (04/1/___ – 06/30/___) 4th Quarter (07/1/___ – 09/30/___)

Concessionaire: _____

Address: _____

Project Title: _____ Concession Type: _____

Concessionaire's Gross Receipts	Reporting Period (listed above)	Total Reported To Date (for Fiscal Year)
TOTAL	\$	\$

ACDBE Name (s)	Gross Receipts for Reporting Period (listed above)	ACDBE Participation % for this Reporting Period	Total ACDBE Gross Receipts Amount reported to date	Total ACDBE Participation % to Date
1.	\$	%	\$	%
2.	\$	%	\$	%
3.	\$	%	\$	%
TOTAL	\$	%	\$	%

Signature of authorized representative / Date

Phone

Print name of authorized representative

DBE CONCESSION YEAR 10/01/___ THROUGH 09/30/___

OESBD Compliance Form ACDBEQAR.F2010

EXHIBIT J
Environmental

1. **Definitions.** The following definitions apply to this Exhibit. Capitalized terms not defined in this Exhibit shall have the meaning set forth in the Agreement.

a. **Affiliate(s).** A Person who (i) is directly or indirectly controlled by, or under common control with Contractor; or (ii) owns directly or indirectly thirty-five percent (35%) or more of equity securities of Contractor; or (iii) is a general partner, officer, director, non-financial institution trustee, or fiduciary of any Person described in (i) or (ii); or (iv) is a son, daughter, spouse, parent, sibling, or in-law of Contractor.

b. **Applicable Laws.** All Environmental Laws and any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, and resolutions of any governmental or quasi-governmental entity relating to the Airport, the Premises, or activities at the Airport or the Premises that have been or may hereinafter be adopted, including, but not limited to, all applicable federal, state, county, and local, quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, permits, licenses, approvals, orders, and the Minimum Standards.

c. **Environmental Assessment.** A document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify Recognized Environmental Conditions, contamination, pollutants, and the presence of hazardous materials, hazardous substances, or other Materials in, on, or under the surface of the Premises or real property impacted by the condition of the Premises. Environmental Assessments include Environmental Site Assessments conducted in accordance with American Society for Testing and Materials ("ASTM") Standards ASTM E1527-13 and ASTM E2247-16, or in accordance with Rule 62-780, Florida Administrative Code.

d. **Environmental Laws.** Any and all applicable federal, state, county, and local statutes, ordinances, regulations, codes, rules, laws, permits, licenses, approvals, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, or governmental or quasi-governmental entity with jurisdiction of such matter, that have been, or may hereinafter be adopted, including, but not limited to, those relating to the generation, use, handling, storage, transportation, or disposal of hazardous materials or hazardous substances, and those relating to surface water management. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et. seq.), the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et. seq.), the Clean Water Act (33 USC § 1251 et. seq.), the Safe Drinking Water Act (42 USC § 300 et. seq.), the Hazardous Materials Transportation Act (49 USC § 5101 et. seq.), and the Toxic Substance Control Act (15 USC § 2601, et. seq.), Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

e. **Materials.** Any pollutant, contaminant, petroleum product, hydrocarbon contamination, hazardous substances, hazardous materials, or other materials regulated by Applicable Laws.

f. **Minimum Standards.** The Fort Lauderdale-Hollywood International Airport Minimum Standards for Commercial Aeronautical Activities, a/k/a Minimum Standards Policy for General Aviation at Broward County Airports, as may be amended from time to time.

g. **Person.** Any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or other legal entity or business enterprise. The reference in this Agreement to any one of the foregoing types of persons is a reference to all other types of persons.

h. **Recognized Environmental Conditions.** The presence or likely presence of any hazardous substances, hazardous materials, pollution, contamination, or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment and as described in the Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process ASTM E1527-13.

2. **No Representations or Warranties.** County makes no representations or warranties whatsoever as to whether any Materials exist on or under the Premises or in the Improvements in violation of Applicable Laws. Contractor shall make sufficient inspection of the Premises and the Improvements to satisfy itself as to the presence or absence of any such Materials.

3. **Environmental Assessment.** The Parties acknowledge that County will be obtaining an Environmental Assessment of the Premises either prior to the Effective Date or during the Term.

a. If the Environmental Assessment is performed prior to the Effective Date, then the scope of the Environmental Assessment and the firm selected to perform the Environmental Assessment ("Environmental Firm") shall be at the sole discretion of the Aviation Department.

b. If the Environmental Assessment is performed during the Term or in association with the expiration or termination of the Agreement, then County and Contractor shall mutually agree on the scope of the Environmental Assessment and the Environmental Firm, as set forth in **Attachment 1**. If the Parties cannot agree, County shall make a determination of the scope of the Environmental Assessment.

Contractor, the Aviation Department, and the applicable County agencies shall be given five (5) day advance written notice by the Environmental Firm of the commencement of the work scope activities of the Environmental Assessment so that they shall have an opportunity to review the assessment activities.

In the event that the Aviation Department or any of the other County agencies or Contractor shall disagree with any of the findings of the Environmental Assessment, such concerns and areas of disagreement shall be provided, in writing, by the Parties to each other within sixty (60) days following the completion of the Environmental Assessment and its receipt by County and Contractor.

The Environmental Assessment, together with any written comments provided by Contractor, the Aviation Department, or other County agencies pursuant to the foregoing sentence shall be initialed by Contractor and the Director and kept on file with the Aviation Department.

The Environmental Assessment shall not be deemed to in any way release any party from any liability under any federal, state, county, or local laws, ordinances, rules, or regulations, or in any way to limit the regulatory powers of County or any of its agencies.

The Aviation Department, other applicable County agencies, and the contractors and consultants retained to perform the Environmental Assessment shall have entry to the Premises at all times for such purpose and the right to perform such examinations, inspections, soil borings, other tests, inquiries, and surveys necessary or desirable in the performance of the Environmental Assessment and to inspect and copy all relevant records of Contractor.

4. Environmental Responsibilities. Contractor shall at all times be responsible for any Recognized Environmental Condition and any release, discharge, or disposal of any Material at the Premises or upon any other Airport property occupied, utilized, or accessed by Contractor in any manner whatsoever, that was caused by Contractor or any of Contractor's Parties, or caused by any trespasser on the Premises at any time that Contractor was in possession of the Premises. Contractor shall, at Contractor's sole expense, and upon County's demand or demand of any County agencies or any local, state, or federal regulatory agency, immediately contain, remove, abate, and remediate any Recognized Environmental Conditions and Materials released, discharged, or disposed of on the Premises by Contractor, Contractor's Parties, or Contractor's actions, or upon any other Airport property occupied, utilized, or accessed by Contractor or Contractor's Parties, in any manner whatsoever. If Contractor does not take action immediately to have such Recognized Environmental Conditions and Materials contained, removed, abated and remediated, County or any of its agencies may, upon reasonable notice to Contractor (which notice must be written unless an emergency condition exists, as determined by County, at its sole discretion), undertake the containment, removal, abatement, or remediation of the Recognized Environmental Conditions and Materials; however, any such action by County or any of its agencies will not release Contractor from its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Contractor or County to contain, remove, abate, or remediate Recognized Environmental Conditions, or a release, discharge, or disposal, whether such action is taken voluntarily or not, is an admission of liability as to the source of, or the person who caused, the Recognized Environmental Conditions or a release, discharge, or disposal. Contractor shall contain, remove, abate, and remediate any impacted

property as aforesaid, in accordance with timetables acceptable to County and within the Applicable Laws. County may pursue damages and any and all other available remedies from Contractor if Contractor does not comply with any of its obligations.

5. No Release from Other Liability. Any Environmental Assessment obtained by either County or Contractor does not in any way release any party from any liability under Applicable Laws or in any way limit the regulatory powers of County or any of its agencies.

6. Completion of Environmental Documents. Contractor shall complete the form attached hereto as **Attachment 2** with respect to matters pertaining to the Premises and shall deliver same to County contemporaneously with its execution of this Agreement. Contractor represents that the matters disclosed on such form are accurate and complete as of the date of execution of this Agreement by Contractor. At any time as may be requested by the Aviation Department, Contractor shall provide an accurate and complete update of the Premises as to the matters set forth on **Attachment 2**. Contractor shall provide the Aviation Department, if requested at any time, with a list of all hazardous, bio-hazardous, or other Materials stored, used, handled, generated, released, discharged, or disposed of on, or transported to, or from, the Premises.

7. Compliance. Contractor agrees to comply with Applicable Laws, and the requirements of any development order covering the Airport, issued to County under Chapter 380, Florida Statutes, 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 and/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. Contractor shall have in place, and make available to the Aviation Department for review, all required environmental permits, licenses, approvals, and documents including, but not limited to, a site specific Storm Water Pollution Prevention Plan, and a Spill Prevention and Countermeasures Plan.

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 release detection systems.

d. Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials, and the proper storage, handling, use, and disposal thereof.

e. Compliance with reporting and notification requirements of Title III of the Superfund Amendment, Chapters 373, 376, 403 of the Florida Statutes and rules

promulgate thereunder, and Chapter 27 of the Broward County Code of Ordinances, as applicable and as such laws may be amended from time to time.

8. Release or Discharge of Materials. Contractor is responsible for the release or discharge of any Materials and the associated impacts to the environment from such a release of Materials, which release was directly or indirectly caused by: (a) Contractor or any of Contractor's Parties that occurs at the Premises or occurs upon any other Airport property whether before or after the Effective Date; or (b) any trespasser on the Premises at any time during the Term or at any time Contractor is in possession and control of the Premises, whether before or after the Effective Date, that is in an amount that violates any federal, state, County or local law, rule, or regulation, or violates an order or directive of any federal, state, or local court or governmental authority. At Contractor's sole expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, Contractor shall immediately contain, remove, abate, and remediate any release or discharge of Materials and associated impacts to the environment to meet the requirements of all Applicable Laws to the Aviation Department's and County's satisfaction.

9. Environmental Assessment and Remediation. County may require Contractor to actively perform and complete an environmental assessment and remediation that may be required as the result of any release or discharge of Materials as referenced above. Such activities will be performed at Contractor's sole expense, despite the acceptance of any site into any government funded cleanup program that might not require immediate assessment or remediation based on a site ranking or scoring within that program. If County requires environmental assessment or remediation of any such site, then, upon County's demand and at Contractor's sole expense, Contractor shall immediately contain, remove, abate, and remediate the site to the Aviation Department's and County's satisfaction. Contractor shall assess and remediate any impacted property in accordance with timetables acceptable to County and within Applicable Laws so as to achieve a timely remediation of the site that does not impede any County development or other County plans.

10. Containment Removal or Abatement of Remaining Materials. If Contractor does not immediately contain, remove, and abate any release or discharge of Materials and the associated impacts to the environment, as required by this article, County or any of its agencies may, upon reasonable notice to Contractor (which notice will be written unless an emergency condition exists), undertake the containment, removal, or abatement of the Materials and all other appropriate actions. However, any such actions by County or any of its agencies shall not release Contractor from its obligations under this or any other provision of this Agreement or as imposed by Applicable Laws. Any action taken by either Contractor or County to contain, remove, or abate a release or discharge of Materials, 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. Contractor shall assess or remediate any impacted property in accordance with timetables acceptable to County and within Applicable Laws. County may pursue damages and any and all other available remedies from Contractor if Contractor does not comply with any of its obligations hereunder.

11. Reports or Notices of Releases or Discharges. Contractor shall provide the Aviation Department with reporting or notice of releases or discharges of Materials occurring at any area used by Contractor, Contractor's Parties, or occasioned due to Contractor's operations at the Airport, which notices will be provided in accordance with the requirements of the Aviation Department's policies and procedures manual and Applicable Laws. Contractor shall maintain a log of all such reports and notices and shall also maintain all records required by all Applicable Laws and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with all Applicable Laws. Upon request by the Aviation Department, Contractor shall make all documentation required by this section available for review by County's representatives.

12. Reports or Notice of Spills, Leaks, or Discharges. As required by Applicable Laws, Contractor shall provide the federal, state, County and local regulatory agencies with reports or notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises or on Airport property that exceed an amount required to be reported to any local, County, state, or federal regulatory agency under all Applicable Laws, which notice will be in accordance with all Applicable Laws. Contractor shall further provide the Aviation Department and the County Environmental Protection and Growth Management Department (or successor agency) with written notice within one (1) day following commencement of same, of the containment, removal, or abatement measures, remediation efforts, or monitoring activities to be effected on the Premises. Contractor 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 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 substances, hazardous materials, bio-hazardous Materials, petroleum products, or other Materials. Contractor shall permit entry at all reasonable times of inspectors of County's Environmental Protection and Growth Management Department (or successor agency) and of other regulatory authorities with jurisdiction.

13. Right to Inspect Documents Relating to Environmental Conditions. The Aviation Department, upon written notice to Contractor, may inspect all documents relating to the environmental condition of the Premises, 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 Contractor, to inspect any documents Contractor must maintain under all Applicable Laws 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 assessments, and sampling and test results. If requested at any time by the Aviation Department, Contractor shall provide the Aviation Department with copies of any such documents at Contractor's sole cost. Contractor shall allow inspection of the Premises by appropriate federal, state, county, and local agency personnel in accordance with all Applicable Laws and as required by any development order issued to County pertaining to the Airport.

14. County's Removal of Materials. 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: (a) caused by Contractor or any of Contractor's Parties or that occurs at the Premises or occurs at any other Airport property after the Effective Date; or (b) caused by any trespasser on the Premises at any time during the Term of this Agreement or during any period that Contractor was in possession and control of the Premises before or after the Effective Date, Contractor shall pay all costs of the removal that are incurred by County and such payment must be made within ten (10) days after County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

15. Duty to Cooperate. Nothing in this article shall release Contractor of its general duty to cooperate with County in ascertaining the source and in containing, removing, abating, and remediating any Materials. The Aviation Department shall cooperate with Contractor with respect to Contractor's obligations under these provisions, including making public records available to Contractor in accordance with Florida law. However, nothing herein releases Contractor of its obligations hereunder or creates any 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 all Applicable Laws. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Contractor, and the federal, state, local and other County agencies and their employees, contractors, and agents, at all times in accordance with all Applicable Laws, have the right to enter the Premises for the foregoing activities and to conduct all appropriate environmental assessments, inspections, testing, sampling, examinations, and audits as deemed appropriate by County.

16. Facility Inspections and Updated Initial Environmental Assessment. County may require Contractor to conduct and allow County's Environmental Protection and Growth Management Department (or successor agency) to conduct facility inspections of the Premises and to provide an update to the Initial Environmental Assessment of the Premises, at Contractor's sole expense: (a) prior to any assignment of this Agreement; or (b) at any time during the Term.

17. Rent Abatement for Removal of Materials. If County arranges for the removal of Materials on the Premises that are not Contractor's responsibility to correct, and if any such clean-up activities by County prevents Contractor from using the Premises for the purposes intended, the Facility Rent will be abated for such portion not usable from the date that the use is precluded and until it again become available for Contractor's use. County shall use reasonable efforts to not disrupt Contractor's business. In no event is Contractor entitled to any amount on account of lost profits, lost rents, or other damages as a result of County's clean-up activities.

18. Exit Environmental Assessment. Two (2) years before the termination date of this Agreement, or if the Agreement is terminated earlier under the provisions of the Agreement, then within one hundred eighty (180) Days after that termination, Contractor and County shall conduct an inspection of the Premises and Contractor shall cause to be performed an exit environmental assessment of the Premises ("Exit Environmental Assessment") at Contractor's

sole expense which may include, but is not limited to, soil and water sampling and analysis consistent with a Phase II Environmental Assessment. Contractor must develop the scope of the work for the Exit Environmental Assessment with the Aviation Department. If the Exit Environmental Assessment or inspections indicate that further actions should be conducted, then County may have such further actions conducted by Contractor at Contractor's sole expense to County's satisfaction. Nothing herein will limit County's right of entry onto the Premises under other provisions of this article or of this Agreement, or under its regulatory powers. County shall have the right to split any soil or water samples obtained by Contractor and Contractor shall have the right to split any soil or water samples obtained by County.

a. If County performs the inspections or the Exit Environmental Assessment due to Contractor's denial or failure to perform as required in this provision, then Contractor will reimburse County for the cost of such Exit Environmental Assessment and inspections, plus any administrative costs, within fifteen (15) days following written demand for same, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

b. If an Exit Environmental Assessment discloses Recognized Environmental Conditions or Materials on the Premises caused by Contractor or Contractor's Parties beyond those levels established in the Initial Environmental Assessment's baseline and the Agreement naturally expires or is terminated, and Contractor has not completed the environmental remediation, then Contractor shall revert to a holdover tenant until completion and will be subject to double rent.

19. No Limitation of Rights. All rights and remedies contained in the sections and subparagraphs of this article are cumulative and are not in limitation of any other rights or remedies under this article, or under any other provisions of this Agreement.

20. Survival. The provisions of this article shall survive the expiration or any other termination of this Agreement.

Attachment J-1
General Outline for Initial Environmental Assessment

The purpose of the environmental testing activities is to establish the environmental conditions of the property. At a minimum, the initial stages of the process should include sufficient non-intrusive activities to identify the current and historical use of the property, the regulatory compliance record of the property, and any other information deemed necessary to evaluate the potential impacts from hazardous substances, hazardous materials, and petroleum products to soil, surface water, and groundwater at the site. These non-intrusive activities should be consistent with methodologies outlined in ASTM E1527-13 Standard Practice for Phase 1 Environmental Site Assessments.

Information identified during the initial Phase 1 stage will be used to make recommendations for Phase 2 testing activities. Prior to implementation, these recommendations must be reviewed by Aviation Department staff. The depth and breadth of these activities will be dependent on the findings of the Phase 1 activities, and may include, but not be limited to, the installation of soil borings and monitor wells; soil screening; and chemical analysis of soil, surface water, and groundwater samples.

Should the Phase 1 activities identify no Recognized Environmental Conditions, sufficient testing will still be required to establish a quantitative baseline of the site's soil, surface water, and groundwater conditions against which future impacts can be measured.

Attachment J-2
ENVIRONMENTAL DOCUMENTS

Company Name: _____

Mailing Address: _____

Street or Post Office Box

City: _____ State: _____ Zip Code: _____

Type of Agreement: _____

Please describe the activities performed and services provided on leasehold: _____

Will there be fueling: Yes ___ No ___

Will there be maintenance: Yes ___ No ___

Will there be plane washing: Yes ___ No ___

Contractor has the following documents, if applicable, which may be requested by County for review: If not applicable, denote "NA."

1. Best Management Plan, dated _____.
2. Storm water Pollution Prevention Plan, dated _____.
3. Spill Prevention Control and Countermeasures Plan, dated _____.
4. Hazardous Materials Plan, dated _____.
5. Other applicable environmental plans: _____

Is Contractor required to file the SARA Title III Reporting? Yes ___ No ___

If Yes, was last filed on (date) _____.

Is Contractor a generator of hazardous waste pursuant to 40 CFR 261?

Yes ___ No ___.

If Yes, the status is _____ Conditionally Exempt; _____ Small Quantity Generator; _____ Large Quantity Generator.

If required, reports were filed on (date) _____.

The following environmental permits, licenses, approvals, or orders (County, State, Federal) are issued to Contractor: (These permits, licenses, approvals and orders include, but are not limited

to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water.)

	Permit Name/Type	License No.	Date Expires
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____