

AGREEMENT

Between

BROWARD COUNTY

and

KEOLIS TRANSIT AMERICA, INC.

for

AIRPORT SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES AT THE FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

RFP #R1122905P1

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE NO.</u>
I DEFINITIONS .....	1
II TERM .....	4
III OBLIGATIONS OF THE OPERATOR .....	4
IV EQUIPMENT REQUIREMENTS .....	8
V FEES, CHARGES, AND ACCOUNTABILITY .....	11
VI OPERATIONAL REQUIREMENTS AND STANDARDS .....	17
VII COMPLAINTS.....	26
VIII NONDISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND AMERICANS WITH DISABILITIES ACT .....	27
IX COMPLIANCE .....	31
X ASSIGNMENT .....	32
XI INSURANCE AND INDEMNIFICATION; PERFORMANCE BOND .....	34
XII DEFAULT, TERMINATION, DISINCENTIVE PAYMENTS .....	38
XIII AIRPORT SECURITY.....	44
XIV FIRE AND OTHER DAMAGE .....	46
XV RELATIONSHIP OF PARTIES .....	46
XVI GENERAL PROVISIONS.....	46
XVII MISCELLANEOUS.....	57
 <u>EXHIBITS</u>	
A SHUTTLE ROUTES, PARKING FACILITIES, ON-SITE OPERATION AREA	
B HEADWAY TIMES	
C LEASED VEHICLES SPECIFICATIONS AND NUMBERS - CORE BUS FLEET	
D VEHICLE SPECIFICATIONS AND NUMBERS, HOURLY EXPENSE FOR SUPPLEMENTAL BUS FLEET	
E KEY STAFF	
F MAINTENANCE AREA	
G MANAGEMENT AND OPERATING PLAN	
H HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL ARRIVALS	

**ATTACHMENTS**

- ATTACHMENT I            NONDISCRIMINATION REQUIREMENTS
- ATTACHMENT II – 1a   AIRPORT CONCESSION DISADVANTAGED BUSINESS - LETTER OF  
                                 INTENT ACDBE
- ATTACHMENT II – 1b   AIRPORT CONCESSION DISADVANTAGED BUSINESS - LETTER OF  
                                 INTENT ACDBE
- ATTACHMENT II – 1c   AIRPORT CONCESSION DISADVANTAGED BUSINESS - LETTER OF  
                                 INTENT ACDBE
- ATTACHMENT II – 2     AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE -  
                                 APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
- ATTACHMENT II – 3     AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE -  
                                 QUARTERLY ACTIVITY REPORT

## AGREEMENT

Between

BROWARD COUNTY

and

KEOLIS TRANSIT AMERICA, INC.

for

AIRPORT SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES AT THE FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

This is an AGREEMENT, made and entered into by and between: BROWARD  
COUNTY, a political subdivision of the State of Florida ("County")

and

KEOLIS TRANSIT AMERICA, INC., a Delaware corporation authorized to do  
business in the state of Florida, its successors and assigns ("Operator").

## WITNESSETH:

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

WHEREAS, the Operator is experienced in the business of managing and operating  
airport shuttle bus operations similar in nature to that required at the Airport; and

WHEREAS, the County desires to grant to Operator the right to manage and operate  
the Airport Shuttle Bus Services at the Airport under an agreement containing mutually  
satisfactory terms and covenants;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions,  
promises, covenants and payments hereinafter set forth, County and Operator agree as  
follows:

ARTICLE I  
DEFINITIONS

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



- 1.1 Affiliate is an entity which is controlled by or under common control with another entity, and "control" shall mean ownership of not less than fifty percent (50%) of all the voting stock or equitable interest in such corporation or entity.
- 1.2 Agreement shall mean this Agreement, including all exhibits hereto and any supplements, modifications or amendments hereof.
- 1.3 Airport shall refer to Fort Lauderdale-Hollywood International Airport, Broward County, Florida.
- 1.4 Airport Concession Disadvantaged Business Enterprise ("ACDBE") shall have the definitions found in 49 CFR, Parts 23 and 26 of the Regulations of the Office of the Secretary of the United States Department of Transportation or as may be amended in the future.
- 1.5 Airport Terminals and Terminals shall mean the terminal buildings at the Airport, including the existing buildings and all terminals hereafter constructed at the Airport during the Term of this Agreement.
- 1.6 Automated Vehicle Identification System or AVI shall mean the Radio Frequency Identification technology currently in use by the Florida Turnpike Enterprise's SunPass Plus System and County's shuttles to enter and exit the Parking Facilities.
- 1.7 Aviation Department shall mean the Broward County Aviation Department and its duly authorized representatives.
- 1.8 Board or Commission shall mean the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.9 Business Day shall mean any day of business other than Federal and County holidays, Saturdays, and Sundays.
- 1.10 Commencement Date shall mean thirty (30)-days following the execution of the Agreement by the Board.
- 1.11 Consolidated Rental Car Facility (RCC) shall mean the portions of the Joint-Use Facility that are designated for use by rental car companies for rental car concession operations.
- 1.12 Contract Year shall mean the period beginning on the Commencement Date of this Agreement and ending twelve (12) months from such date and each twelve (12) month period thereafter, until the termination of this Agreement.

- 1.13 Core Bus Fleet shall mean shuttle bus vehicles, other vehicles, and equipment identified on **Exhibit C**, attached hereto and made a part hereof, as may be amended from time to time.
- 1.14 County shall mean Broward County, a body corporate and a political subdivision of the State of Florida.
- 1.15 Director and Director of Aviation shall mean the Director of Aviation or the Acting Director of Aviation of the Broward County Aviation Department.
- 1.16 Effective Date and the date this Agreement shall be effective, shall be the date this Agreement is fully executed by the County and the Operator.
- 1.17 Evaluation Committee shall mean the Evaluation Committee that was appointed by the Broward County Board of County Commissioners for the purpose of reviewing and evaluating responses to the County's Request for Proposals for Shuttle Bus and Other Transportation Services at the Fort Lauderdale-Hollywood International Airport, pursuant to which this Agreement was awarded.
- 1.18 Federal Aviation Administration or FAA shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.
- 1.19 In-Service Hourly Rate shall mean the In-service Hourly Rates established in Section 5.3, hereof.
- 1.20 Joint-Use Facility shall mean the Rental Car Center and Cypress Garage designated on **Exhibit A**.
- 1.21 Management Fee shall mean the Management Fees established by Section 5.2, hereof.
- 1.22 Operation Area is designated on **Exhibit A** and **Exhibit H**, attached hereto and made a part hereof, as it may be amended from time to time, and is to be used by the Operator for a dispatch and administrative center for services under this Agreement.
- 1.23 Operations Office and Maintenance Facility shall mean the facility located at 1500 S.W. 40<sup>th</sup> Street, Fort Lauderdale, Florida 33315, and designated on **Exhibit F** or any future location assigned by the County.
- 1.24 Parking Facilities are designated on **Exhibit A** attached hereto and made a part hereof, as may be amended from time to time, and may include public parking facilities and employee parking facilities.
- 1.25 Project shall mean the services described in Article III, hereof.

- 1.26 Proposal Documents is defined in Section 16.30, hereof.
- 1.27 RFP shall mean the Request for Proposals #R1122905P1 issued by the County that sought responses from firms desiring to manage the shuttle bus and other transportation services at the Airport.
- 1.28 Seaport shall mean Port Everglades located in Broward County, Florida.
- 1.29 Shuttle Bus Routes are designated on **Exhibit A** and **Exhibit H** attached hereto and made a part hereof, as may be amended from time to time.
- 1.30 Shuttle Bus Services shall mean the passenger and employee shuttle bus services to be provided pursuant to this Agreement by Operator, between and among the Parking Facilities, the Terminals, the Consolidated Rental Car Facility, any remote passenger Terminals to be designated at or by the Airport and such other Shuttle Bus Services as may be required from time to time by the Aviation Department.
- 1.31 Supplemental Bus Fleet shall mean additional shuttle bus vehicles and equipment, not part of the Core Bus Fleet, which the Operator may be required to provide to meet periodic increases in demand or to provide specific on-demand services.
- 1.32 Term of this Agreement or words of similar import shall mean the Term set forth in Article II, hereof, including the initial Term and any extension thereof, as applicable.
- 1.33 Termination Date shall mean as set forth in Article II of this Agreement.
- 1.34 TSA shall mean The Federal Transportation Security Administration, or any successor agency.

## ARTICLE II TERM

This Agreement will become effective on the Effective Date. The Term of this Agreement shall be for five (5) years and shall commence on the Commencement Date and shall terminate five (5) years from such date, unless terminated as provided herein ("Termination Date").

## ARTICLE III OBLIGATIONS OF THE OPERATOR

- 3.1 The Operator shall provide Shuttle Bus Services between and among the Terminals, the Parking Facilities, the Consolidated Rental Car Facility, Seaport and any remote passenger Terminals to be designated at or by the Airport using the Shuttle Bus Routes. In addition, Operator shall provide Shuttle Bus Services to such other Airport facilities as may be directed in writing by the Aviation Department and shall provide Shuttle Bus Services for any other purpose related to the operational requirements or

desires of the County, as may be directed in writing by the Aviation Department. Operator shall also provide other transportation services for the County to include but not be limited to authorized tours and other special requests as directed in writing by the Aviation Department.

- 3.1.1 From time to time Shuttle Bus Services may be required to be provided outside the confines of the Airport. The County and the Operator recognize that all the requirements of the services contemplated herein cannot be determined with specificity at the time of the award of this contract. It is understood that such matters as scheduling, the advertising and announcing of available services, locations of shuttle stops and equipment staging areas, designation of Parking Facilities and Shuttle Bus Routes and other operational matters will be determined and/or adjusted from time to time as the needs of the Airport dictate. It is the intent and purpose of the parties that the services to be provided hereunder shall be provided in such a manner as to most efficiently meet the operational needs of the Airport.
- 3.1.2 Shuttle Bus Services shall include, but not be limited to: (1) transportation of employees and other persons and their baggage between the Airport Terminals and the designated employee parking facilities using Shuttle Bus Routes; (2) transportation of airline passengers and other persons and their baggage between the Terminals and the designated public parking facilities using Shuttle Bus Routes; (3) transportation of airline passengers and other persons and their baggage between the Terminals and any remote passenger Terminals to be designated at or by the Airport using Shuttle Bus Routes; (4) transportation of airline passengers and other persons and their baggage between the Terminals and the Consolidated Rental Car Facility, (5) on-demand transportation of persons and their baggage between Airport facilities and other sites as directed by the Aviation Department; (6) on-demand transportation of airline passengers to conduct air side aircraft loading/unloading at sites remote from the Terminal buildings as directed by the Aviation Department; (7) on-demand transportation of persons and baggage to or from such other facilities as may be directed in writing by the Aviation Department, and (8) on-demand transportation of persons and baggage for any other purpose related to the operational requirements or desires of the Aviation Department, as may be directed by the Aviation Department. On-demand services may be required by verbal instructions of the Aviation Department's representative, which shall be followed by written confirmation.
- 3.1.3 Upon written request of the Aviation Department, the Operator shall provide customer service agents or other personnel from time to time, as directed by the Aviation Department to staff buses and bus operating areas to assist passengers with baggage and to provide passenger information. In any such event, Operator shall be reimbursed at the verifiable fully burdened hourly rate

(including wages, workers' compensation and applicable benefits) plus three percent (3%).

- 3.2 Operator's Staff. The Operator shall provide all personnel and supplies for the provision of Shuttle Bus Services pursuant to this Agreement. Operator will provide the key staff identified on **Exhibit E** as long as said key staff are in Operator's employment. Operator's key staff shall not be changed without the prior written approval of the Aviation Department as set forth below.
- 3.2.1 Prior to changing any key staff set forth on **Exhibit E** Operator shall provide Aviation Department with such information as necessary to determine the suitability of proposed new key staff. The Aviation Department will be reasonable in evaluating the qualifications of any proposed key staff.
- 3.2.2 If the Aviation Department desires to request removal of any of Operator's staff, the Aviation Department shall first meet with Operator and provide reasonable justification for said removal.
- 3.3 It is the intent of the parties that during the Term of this Agreement, the Operator shall be the sole provider of Core Bus Fleet services at the Airport. It is understood and agreed that the County may from time to time use other providers of shuttle bus services for any services required by the County, other than Core Bus Fleet services. Moreover, the provisions of this Agreement shall not be deemed to prevent the County from permitting any other method of ground transportation at the Airport, including but not limited to, rental vehicles, private passenger vehicles not-for-hire, charter or non-charter buses, airport or charter limousines, airline crew transport, rental car pickup vans, or transportation of cruise ship passengers, etc. The County further reserves the right to authorize properly identified hotel and motel courtesy vehicles, which are owned and operated by hotels or motels, to pick up their customers upon prior arrangement.
- 3.4 The Operator 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 the Operator's employees, guests, patrons, invitees, suppliers, and other authorized individuals. The County, while providing parking facilities to the Operator's employees in common with employees of Operators and other users of the Airport, retains the right, at the sole election of the County, to impose a reasonable charge for the privilege of utilizing these parking facilities.
- 3.5 All vehicles (including both new and used) that will provide services under this Agreement must be accessible to disabled persons and must comply with all applicable provisions of the Americans with Disabilities Act of 1990, 47 CFR Section

38, and all other applicable federal, state, County and local laws, rules, and regulations.

- 3.6 It is understood and agreed between the County and Operator that the County maintains and operates the Fort Lauderdale-Hollywood International Airport as a public facility, and that in order to render proper airport services to the public, it is necessary that the Operator provide and make available the services set forth herein, and that failure of Operator to provide these services shall constitute a breach of this Agreement, entitling the County to immediately terminate the same in accordance with the terms hereof and shall entitle County to pursue any and all other remedies provided under this Agreement or any remedies available to County at law or in equity.
- 3.7 The County reserves the right to relocate, change, remove, add or delete Shuttle Bus Routes, Parking Facilities or the Operation Area for any reason whatsoever, including without limitation, operational needs, other Airport or County purposes, or during construction activities. If possible, any such relocation, change, removal, addition, or deletion of any of the foregoing shall be upon at least twenty-four (24)-hours written notice to the Operator. In the event the Aviation Department deems it desirable to change, remove or add or any Shuttle Bus Routes or any Parking Facilities, then upon written notice by the Aviation Department, Operator shall be required to cease operating from such removed areas and to operate from any changed or added areas, without additional expense to County. In the event of any relocation, change, removal or addition, then **Exhibit A** and/or **Exhibit H** shall be amended to reflect such changes and the Director of Aviation is authorized to sign such amendments on behalf of the County.
- 3.8 Maintenance Area. The County may make the area depicted on **Exhibit F** or a replacement area, as determined by the Aviation Department in its discretion, available for the Operator's use as a maintenance area and ancillary uses for services under this Agreement. If such area or a portion of the area is available for Operator's use, the Aviation Department shall give written notice thereof to the Operator. Within thirty (30) calendar days following such notice from the Aviation Department, the Operator shall advise the Aviation Department in writing if it desires to use the area. If the Operator occupies the area designated by the Aviation Department, then all applicable provisions of this Agreement shall apply to the Operator's occupancy. The Aviation Department may at any time following the Operator's occupancy take back the area for other County purposes. In such event the Aviation Department shall give the Operator at least four (4) months prior written notice that it must vacate the area and the Operator shall be required to leave by the date specified in the Aviation Department's notice. All improvements to the area by the Operator shall be Reimbursable Expenses pursuant to Section 5.4, and title thereto shall vest in the County. Notwithstanding anything in this Agreement to the contrary, Operator shall award any construction work in compliance with Section 255.20, Florida Statutes, including competitively awarding all work that has estimated construction project costs in excess of the threshold amounts established by Section

255.20, Florida Statutes. If estimated construction project costs are in excess of Two Hundred Thousand Dollars (\$200,000), the Operator shall be required to provide a payment and performance bond that complies with Section 255.05, Florida Statutes.

- 3.9 The Operator, if requested by the Aviation Department, may enter into a Public, Private Partnership Agreement for the design and construction of a replacement Operations Office and Maintenance Facility. In the event this is requested by the Aviation Department this Agreement, shall be amended to incorporate the terms and conditions and specific duties and responsibilities of each party to the Agreement and require approval with the same formality of this Agreement.
- 3.10 Alternative Fuel. Operator shall utilize bio-diesel fuel with a minimum five percent (5%) blend and agrees to continuously pursue, throughout the Term of this Agreement, other means and alternatives, acceptable to the Aviation Department, aimed at reducing overall total emissions. Operator shall, as requested by the Aviation Department, submit supporting documentation to show compliance with the requirements of this section.

#### ARTICLE IV EQUIPMENT REQUIREMENTS

- 4.1 The Operator will provide a "Core Bus Fleet" sufficient to provide the normal day-to-day scheduled Shuttle Bus Services. This Core Bus Fleet will consist of the vehicles set forth on **Exhibit C**, attached hereto and made a part hereof, as may be amended from time to time. The Operator will also provide a "Supplemental Bus Fleet" to meet excess demand, back-up, on-demand and special service needs, as requested in advance by the Aviation Department. This Supplemental Bus Fleet must satisfy the minimum specifications set forth on **Exhibit D**, attached hereto and made a part hereof, as may be amended from time to time. A distinction is made in this Agreement between vehicles comprising the "Core Bus Fleet" and vehicles comprising the "Supplemental Bus Fleet," as set forth below. The Aviation Department shall have the right to inspect and approve all vehicles in the Core Bus Fleet and Supplemental Bus Fleet, and Operator shall not use any vehicle in the Core Bus Fleet that does not have the Aviation Department's written approval. The Aviation Department shall have the right to object to any vehicle being used by the Operator to provide Supplemental Bus Fleet services, and upon receipt of the Aviation Department's written objection, any such vehicle shall no longer be used by the Operator to provide Supplemental Bus Fleet services. Operator shall coordinate its activities in such a manner so as to ensure that sufficient buses are available for assignment at all times. Extra buses may be scheduled for use during holidays and other peak travel periods upon prior approval of the Aviation Department.
- 4.2 Leasing of Core Bus Fleet. Operator shall lease thirty-five (35) transit buses, four (4) COBUS special purpose airfield buses and seven (7) trams/trailers for a total of fifty (50) vehicles from the County to be used in the Core Bus Fleet. As payment for leasing the vehicles, Operator shall pay to County the amount of One Dollar (\$1.00)

per vehicle in the Core Bus Fleet, on an annual basis, payable within thirty (30) calendar days of each anniversary of the Commencement Date, and within thirty (30) calendar days of the anniversary date of each subsequent Contract Year. The vehicles used in the Core Bus Fleet must be used exclusively for this contract. The Operator shall not use any vehicle that is unserviceable (i.e., unsafe, poor performance or appearance) for Core Bus Fleet services. The Operator shall notify the Aviation Department if any vehicle within the Core Bus Fleet becomes unserviceable other than for routine service and minor repairs (i.e., unsafe, poor performance or appearance) during the Term of this Agreement. Any changes to the Core Bus Fleet will require the written approval of the Aviation Department and shall be reflected on an amended **Exhibit C**, approved by the Director of Aviation.

- 4.3 Supplemental Bus Fleet. From time to time, the Operator may be required to provide additional shuttle bus vehicles and equipment acceptable to the Aviation Department to meet periodic increases in demand or to provide specific on-demand services. Such services shall be provided upon the prior written request of the Aviation Department. The "Supplemental Bus Fleet" shall consist of vehicles ranging in size from vans to full size passenger coach buses. When providing additional shuttle bus vehicles and equipment to be used in the Supplemental Bus Fleet, Operator shall comply with the requirements set forth in **Exhibit D** for obtaining such vehicles and equipment. The Supplemental Bus Fleet may be owned, leased or hired by Operator, consistent with **Exhibit D**, and such vehicles shall be in the numbers set forth in **Exhibit D** and shall meet the minimum specifications set forth on **Exhibit D**, attached hereto and made a part hereof, as amended from time to time. The Operator shall not use any vehicle that is unserviceable (i.e., unsafe, poor performance or appearance) for Supplemental Bus Fleet services. Any amendment to **Exhibit D**, if approved by the Aviation Department, shall be signed by the parties and attached to this Agreement. The Director of Aviation shall have the authority to sign amendments to **Exhibit D** on behalf of the County.
- 4.4 Operator shall provide sub-contracted coach bus services, which shall be: (i) equipped with operational lavatory facilities; (ii) ADA accessible; (iii) with a maximum response time of forty-five (45) minutes; and (iv) available 24/7, 365 days a year. These sub-contracted coach bus services shall augment Operators own fleet in the event of an Airport emergency, including but not limited to an aircraft evacuation, extended emergency or recovery response on the Airport or other special need authorized by the Aviation Department in writing.
- 4.5 It is understood and agreed that if operations or vehicles must be increased or expanded, the Aviation Department will consult with Operator on the selection of type of equipment. The Operator shall provide the necessary capital, personnel and additional vehicles and other equipment to meet such requirements, subject to the provisions of this Agreement.
- 4.6 Provision for Future Addition of Vehicles to Core Bus Fleet Inventory. It is anticipated that the Aviation Department may require the Operator to purchase or lease



additional vehicles, such as large passenger capacity buses, trams, airfield buses, or other vehicles, which will be added to the Core Bus Fleet for the purpose of inter-garage passenger transportation, transportation to and from remote aircraft passenger loading areas, or other purposes determined by the Aviation Department to be necessary for Airport operational requirements. The purchase or leasing of any such vehicles shall be subject to Aviation Department direction, requirements, and approval.

- 4.7 Leasing of Vehicles or other Equipment, Removal of Leased Vehicles. During the Term of this Agreement certain shuttle requirements may be better served by leasing vehicles or other equipment. Any such lease of vehicles for the Core Bus Fleet shall be subject to the prior written approval of the Aviation Department. Any lease must be on commercially reasonable terms and shall not be entered into with an affiliate of the Operator, without the prior written consent of the Aviation Department. In the event that the Aviation Department shall determine that any such lease is not in the best interest of the Airport or the County, for any reason whatsoever, then such lease shall not be entered into by the Operator. Rental payments under leases of vehicles in the Core Bus Fleet or other equipment that have been approved in writing by the Aviation Department for reimbursement shall be a Reimbursable Expense.

4.7.1 All vehicle leases for the Core Bus Fleet must be in form and substance satisfactory to the Aviation Department and must be assignable to the County, its designee or any subsequent shuttle bus operator that is providing shuttle bus services to the Airport. The Director of Purchasing shall be authorized to approve any assignment of a vehicle lease to the County, up to the amount of such Director's award authority. The assignment to the County of any vehicle lease that is over the award authority of the Director of Purchasing shall be approved by the Board. In the event of a termination of this Agreement for any reason, the Operator shall promptly cause the assignment of the leases in the Core Bus Fleet to the County, its designee, or any subsequent shuttle bus operator.

(i) It is the intent of the County that unexpired leases of vehicles in the Core Bus Fleet will be either assigned to the County, its designee, or any subsequent shuttle bus operator, as directed by the Aviation Department. However, if the Operator has not satisfied the maintenance requirements of this Agreement with respect to any vehicle, then in the sole discretion of the Director of Aviation, the County may refuse to accept an assignment of the respective lease as permitted by these provisions.

(ii) Vehicle leases for vehicles in the Core Bus Fleet shall not be renewed upon their expiration unless any such renewal is first consented to in writing by the Aviation Department.

4.7.2 The parties agree that in the event that any lease provides for sale of the vehicle upon the termination or expiration of the lease, then any payments

required to be paid by the lessee under the lease to the lessor based upon a failure to realize a predetermined or minimum price upon sale of the vehicle shall be a Reimbursable Expense under Section 5.3 of this Agreement, provided that the vehicle has been properly maintained by the Operator. Any payments paid by the lessor under the lease to the lessee based upon achieving greater than the predetermined or minimum price upon sale of the vehicle shall be promptly paid to the County by the Operator.

4.7.3 The parties agree that if due to no fault of Operator, any leased vehicle is required by the Aviation Department to be removed from the Core Bus Fleet prior to the expiration of the lease, then any amount required to be paid by Operator to the lessor to achieve early termination of such lease shall be a Reimbursable Expense.

4.8 Purchase of Vehicles or Other Equipment, Removal of Purchased Vehicles. Upon termination or non-renewal of this Agreement for any reason, the titles for all vehicles in the Core Bus Fleet that have been purchased by the Operator (and reimbursed by the County as a Reimbursable Expense) shall be transferred to the County, its designee, or any subsequent shuttle bus operator. Such transfer shall be without any further payment or consideration to the Operator, since the Operator was previously reimbursed the purchase price for the vehicle upon acquisition of same by the Operator.

4.8.1 The parties agree that if any purchased vehicle is required by the Aviation Department to be removed from the Core Bus Fleet prior to the expiration or termination of this Agreement, then the vehicle and the transfer of title thereto shall be disposed of as directed by the Aviation Department, which disposition may include, but not be limited to, any of the following: (i) title to the vehicle may be transferred to another entity in connection with obtaining a replacement vehicle for the Core Bus Fleet, or (ii) the Operator may be required to sell the vehicle using a method consented to by Aviation Department, and remit the proceeds of sale to the County, or (iii) title for any such vehicle shall be transferred to the County, or its designee, or any subsequent shuttle bus operator. Any transfer of title to any such vehicle shall be without any further payment or consideration by the County to the Operator, and the Operator shall remit any sales proceeds for the vehicle to the County.

4.8.2 Upon any transfer of title to a vehicle the Operator shall deliver the vehicle(s), all leases, all warranties, and the title certificates to the County or its designee, or the subsequent shuttle bus operator, free and clear of all liens, claims and encumbrances, and shall execute the title certificates and all other documents required to effect such transfer.

#### ARTICLE V FEES, CHARGES, AND ACCOUNTABILITY

- 5.1 The County will pay the Operator during the Term of this Agreement the fees and charges that are set forth in the remaining sections of this Article V. It is expressly understood and agreed that all costs and expenses of the Operator of whatever kind or nature and whether imposed directly upon the Operator under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the Airport Shuttle Bus Services, shall be borne by the Operator without any compensation or reimbursement from the County, except as specifically contained in this Agreement.
- 5.1.1 Under no circumstances shall the County be liable to any third party (including the Operator's employees or any permitted subcontractors) for any costs and expenses incurred by the Operator, and under no circumstances shall the County be liable to the Operator for the same, except as specifically contained in this Agreement.
- 5.1.2 The continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as it may be amended from time to time. Furthermore, all payment and performance obligations of County during the Term of this Agreement shall be subject to the availability of budgeted funds. The Term of this Agreement, is subject to and shall continue into or through subsequent fiscal years only if funds for payment of the Operator are budgeted and made available by the Broward County Board of County Commissioners. Termination by County due to failure to budget and make funds available shall not be deemed a breach of this Agreement.
- 5.2 Management Fee. Operator shall provide management services for the Airport's shuttle bus operations. For its management services, the County will pay Operator a fixed annual dollar amount of One Million Three Hundred Sixty-Four Thousand Seven Hundred Thirty-Six and 90/100 (\$1,364,736.90), payable in twelve (12) equal monthly payments. This management fee will be inclusive of all corporate level overhead, compensation and benefits for all key on site salaried management staff and all profit. If the County does not exercise the option of purchasing its own fuel as provided in Section 5.4.1(3), then, after the third Contract Year, the Management Fee will become One Million Three Hundred Ninety-Two Thousand Five Hundred Eighty-Eight and 69/100 (\$1,392,588.69) for each of the remaining two (2) Contract Years during the remainder of the Term.
- 5.3 In-Service Hourly Bus Rate. The County will pay Operator a fixed dollar amount per in-service hour ("In-Service Hourly Rate"), in as follows:
- 5.3.1 On or before the first (1st) and fifteenth (15th) day of each month, the Operator shall submit to the County a report, certified by an officer of the Operator on a form approved in writing by the Aviation Department. This report shall set forth

the in-service bus hours for each billing period. The In-Service Hourly Rate will be as stated in the following chart:

<u>EQUIPMENT</u>	<u>CURRENT ESTIMATED ANNUAL HOURS</u>	<u>TIER 1 OPERATOR IN- SERVICE HOURLY RATE</u> 100,000 – 175,000	<u>TIER 2 OPERATOR IN- SERVICE HOURLY RATE</u> 175,001 – 250,000	<u>TIER 3 OPERATOR IN- SERVICE HOURLY RATE</u> 250,001-325,000
VAN	1,000	45.23	44.55	42.44
TRAM	3,500	38.47	37.79	35.68
<u>TRAM/ TRAILER</u>	10,000	54.91	54.38	51.43
MINI BUS	6,000	44.49	43.81	41.70
40' BUS	134,000	51.53	50.85	48.74
COBUS	160	95.09	94.47	92.35
<u>COBUS with FLAGGER</u>	9,000	56.71	56.18	<u>53.23</u>
IDLE HOURLY RATE	<u>1,000</u>	<u>31.63</u>	<u>30.95</u>	<u>28.84</u>
OTHER				

- 5.3.2 Operator's compensation for performing the services required under the terms of this Agreement shall be based on a fixed dollar amount per in-service bus hour. Any and all costs associated with the operation of the Shuttle Bus Services shall be included in this hourly billing rate. In-service bus hourly costs include payroll, employee benefits for all personnel not included in the management fee, fuel, maintenance, parts, equipment, supplies (office and shop) and vehicle insurance.
- 5.3.3 Any adjusted annual hours tier will require a continual increase or decrease in service bus hours for a period of three (3) months and the approval of the Aviation Department. Periodic seasonal and holiday bus service hours do not qualify for adjustment to the next tier.
- 5.3.4 In the event the Shuttle Service hours fall below the minimum of Tier 1 or exceed the maximum of Tier 3, the Aviation Department or the Operator may request a new hourly billing rate be negotiated in good faith.
- 5.3.5 For vehicles authorized by the County to be available (ON-CALL) but not in service, County agrees to pay Operator the Idle Hourly Rate identified above. The Idle Hourly Rate applies to vehicles parked for a minimum of one (1) hour

during reduced passenger activity on a particular route. The Idle Hourly Rate serves to reduce the number of vehicles in service during reduced traffic times while at the same time compensating Operator for keeping the vehicles and drivers available.

5.3.6 Operator shall, to the full extent possible, use an automated vehicle and invoice tracking system.

#### 5.4 Reimbursable Expenses

5.4.1 Reimbursable Expenses shall include the expenses listed below; provided all Reimbursable Expenses must be specifically approved in advance and in writing by the Aviation Department and must not be otherwise prohibited by this Agreement. Operator will not be reimbursed for any expenses incurred by Operator that have not been approved in advance and in writing by the Aviation Department.

- (1) The hourly rate associated with providing Supplemental Bus Fleet services requested in writing by the Aviation Department in accordance with Section 4.3. The hourly rate for Supplemental Bus Fleet services shall be limited to the rates specified on **Exhibit D** for the vehicles identified thereon. For all other Supplemental Bus Fleet services, the direct hourly expense for any such vehicle shall be limited to the actual out-of-pocket expenses of the Operator, with no profit, overhead or other administrative expenses and shall not be reimbursed without the prior written consent of the Aviation Department and **Exhibit D** shall be amended pursuant to Section 4.3 to include any such vehicle.
- (2) Maintenance For Other County Owned Vehicles and Equipment. On a case by case basis, the costs associated with performing periodic preventative or repair maintenance on County owned vehicles and equipment not identified on **Exhibit C**.
- (3) The parties agree that fuel pricing is a component of the in-service\_hourly rate. However, the parties acknowledge the possibility that uncontrollable or unforeseen events may cause a significant change in fuel costs. Therefore, the County agrees to reimburse Operator for fuel costs when the price of fuel exceeds the threshold amount of Five Dollars (\$5.00) per gallon and said per gallon price is consistent with the per gallon price identified in the Ft. Lauderdale-Miami Oil Price Information Service ("OPIS") index for the same period of time. The amount of such reimbursement shall be limited to the difference between the threshold Five Dollars (\$5.00) per gallon amount identified above, and the per gallon price identified in the OPIS index for such period. The County reserves the right to purchase its own fuel and, if the County exercises that option, the In-Service Hourly Rate set forth in Section 5.3 will be adjusted pursuant to

negotiation of the parties, and an amendment to this Agreement will be executed by the parties.

(4) Purchase or lease payments for on-site office facilities.

(5) Customer service agents or other personnel as provided in Section 3.1.3.

5.4.2 With respect to all Reimbursable Expenses, except for the hourly rate associated with providing Supplemental Bus Fleet services, as provided in Section 5.4.1(1), and the cost of providing periodic preventative maintenance for other County-owned vehicles and equipment, as provided in Section 5.4.1(2), the County shall reimburse only the actual out-of-pocket expenses of the Operator, with no profit, overhead or other administrative expenses. The County shall pay approved Reimbursable Expenses to the Operator on a bi-weekly basis in arrears.

5.5 Twice Monthly Report, Payment. The Operator provides an electronic system capable of accurately tracking, accounting and reporting the in-service bus hours. Operator shall invoice the County for in-service bus hours on a twice monthly basis. Each invoice shall be submitted to the County in a report certified by an officer of the Operator and on a form approved in writing by the Aviation Department. Each twice monthly invoice shall cover a specific period of time. The first twice monthly invoice for the respective month shall cover the period beginning on the first (1<sup>st</sup>) day of the month and ending on the fifteenth (15<sup>th</sup>) day of the month. The second twice monthly invoice shall cover the period beginning the sixteenth (16<sup>th</sup>) day of the month and ending on the last day of the month. Reports must be received by the Aviation Department no later than seven (7) calendar days following the last day of each twice monthly period.

5.5.1 The twice monthly report shall list each employee located at the Airport that provided services during the month, by name, and actual number of regular, overtime and holiday hours worked.

5.5.2 The report shall include a statement from the Operator indicating, on a twice monthly basis: (i) the actual number of vehicle hours by category of vehicle, and whether it is in the Core Bus Fleet or the Supplemental Bus Fleet, and (ii) the number of passengers by route. The report shall be retrievable on a data base in a format that is compatible with Aviation Department software, and if requested by the Aviation Department, the Operator will provide both a hard copy report and a computer disk containing the data on a bi-weekly basis.

5.5.3 Upon acceptance by the Aviation Department of the report, the County will process and pay the invoices within thirty (30) calendar days. If, during the process, certain expenses or charges are not approved for payment, such expenses or charges shall be deducted from the invoice and the approved portion of the invoice shall be processed for payment.

- 5.5.4 Separate books and records shall be kept for the Core Bus Fleet services, the Supplemental Bus Fleet services, and any other services provided by Operator under this Agreement.
- 5.6 Operator shall keep such books, records and accounts (collectively referred to herein, as "books and records") as may be necessary in order to record complete and correct entries related to the Project, including without limitation, complete and correct records of payments to each of its subcontractors. The Operator shall keep separate books and records for its Airport operations. Such books and records shall be kept and maintained in accordance with United States generally accepted accounting practices. Such books and records shall be kept and maintained and made available for audit and examination by County and its representatives during the "Retention Period" (as hereinafter defined). The "Retention Period" is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or (ii) the period of time covering the Term of this Agreement and any extensions thereof and for a period of three (3) years after the expiration of this Agreement, or (iii) if any audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the books and records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Operator's records, Operator shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Operator. Such books and records shall be true, full and accurate and shall include without limitation, payroll records, workers' compensation payment records, liability insurance records, and books of account (including records of original entry and daily forms) recording, connected with, or related to, the operations of the Operator and its subcontractors, including each payment to a subcontractor and the cumulative total of the payments made with respect to each subcontractor. Such books and records shall include but not be limited to, all matters relating to the fees and charges payable by the County to the Operator under this Agreement, and such additional information as the County may, from time to time require. Such records shall include a separate recording of the actual number of service hours by individual vehicle including the number of passengers thereon and whether such vehicle is in the Core Bus Fleet or the Supplemental Bus Fleet and shall clearly document actual maintenance and operational costs by vehicle classification. 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. All books, records, and accounts of Operator shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Operator shall make same available at no cost to County in written form.
- 5.6.1 In performing on-demand services, the Operator will keep a separate record of the actual number of vehicle hours (by type) in providing the service. The Operator will also record the number of passengers thereon and keep separate records on the number of trips and passengers thereon of any

approved subcontractor providing services hereunder. All books and records of Operator and its subcontractors shall be kept in written form, or in a form acceptable to the County that is capable of conversion into written form within a reasonable time, and upon request to do so, Operator and its subcontractors, as applicable, shall make same available to County in written form. The Operator shall install, maintain and use such equipment and devices for recording the hours of service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Aviation Department may from time to time require. The Operator shall at all reasonable times allow inspection by the agents and employees of the County of all such equipment or devices.

- 5.6.2 The County shall have the right through its representatives, and at all reasonable times during the Retention Period, to inspect and audit any and all books and records relating to this Agreement and to determine the correctness of the fees and charges paid by the County to the Operator for any annual period which ended no more than three (3) years prior to the date of commencement of such audit. The County shall have the right to audit the books and records of all subcontractors and also of affiliated and related parties of the Operator, if during the review of Operator's books and records it is determined that there are affiliated or related party financial transactions. Said books and records shall be made available at the Airport premises or at the corporate headquarters of the entity, as may be directed by the County. In the event that any such audit reflects that the total fees and charges actually paid by County during any annual period shall exceed the fees and charges due and owing for such period, then a refund will be made by the Operator to the County in the amount of such difference, plus interest thereon from the date of overpayment at the rate of eighteen percent (18%) per annum. If, as a result of any audit, it is established that the Operator has overstated the amount of fees and charges payable by the County by three percent (3%) or more during the annual reporting period covered by the audit, the entire expense of said audit shall be borne by the Operator.
- 5.6.3 Operator shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 5.6.
- 5.7 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 services or from loss due to fraud or reasonable evidence indicating fraud by Operator or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Aviation Department, payment may be made. The amount withheld shall not be subject to payment of interest by County.

ARTICLE VI  
OPERATIONAL REQUIREMENTS AND STANDARDS



- 6.1 The hours of business during which Operator is to conduct its operations shall be twenty-four (24) hours a day, seven (7) days a week, including holidays. The Operator shall provide adequate personnel at all times and this requirement shall be reflected in its management and operation plan. The Operator shall provide additional or reduced staffing at such times as may be determined by the Aviation Department.
- 6.2 Operator shall submit a management and operation plan ("Operating Plan") which shall, at a minimum, include the items identified in **Exhibit G**, attached hereto and made a part hereof. The initial Operating Plan must be submitted to the Aviation Department for approval prior to the Effective Date of this Agreement. In addition, the Operator shall review and update the Operating Plan on an annual basis or as often as directed by the Aviation Department. The burden of proving compliance with the Operating Plan rests with the Operator. The Aviation Department must approve all revisions and/or updates to said plan in writing, and the Operator agrees to demonstrate compliance with the rules, regulations, and operating procedures contained within the Operating Plan. A failure to comply with the Operating Plan that has been approved by the Aviation Department shall be a default under this Agreement, entitling the County to exercise any and all remedies available hereunder. 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. Operator shall complete an annual review of its Operating Plan and make revisions as approved by the Aviation Department prior to implementation. Additionally, once each annual review is complete and approved by the Aviation Department, the Operator will provide written documentation that the Operating Plan is current and that Operator is compliant.
- 6.3 Maintenance of Vehicles. Operator agrees to maintain all vehicles in first class appearance and mechanical condition throughout the duration of this Agreement. Vehicles will be swept at the beginning of each shift and at any time during each shift as necessary. In addition, all debris, trash, and other items will be removed from the interior of the vehicle after each round trip. Vehicles will be washed and cleaned (interior and exterior) at least three (3) times per week and at such other times as necessary.
- 6.3.1 Operator shall maintain all vehicles and equipment including the on-board automated announcement system and Automatic Vehicle Locator System ("AVL") related hardware in accordance with a preventive maintenance schedule from the vehicle manufacturer and manufacturer of the on-board automated announcement and AVL system, which shall be reviewed and approved by the Aviation Department. In addition, Operator shall perform all necessary maintenance including updating automated announcements to ensure the continued and safe operation of all vehicles and current content of programmed messages. Operator shall assign a maintenance supervisor, who is National Institute for Automotive Service Excellence ("ASE") Transit

Bus certified, to review and approve all maintenance work performed on all vehicles. Such maintenance supervisor shall also review and approve all work orders prior to work being completed. The supervisor will also be responsible to ensure that all supporting documentation, including parts and labor service tickets, accompany each work order that is submitted to Broward County Aviation for reimbursement.

- 6.3.2 Maintenance Records. Operator shall, at all times during the Term hereof, maintain electronic status board(s) accessible by the County through a browser based system. Said boards shall set forth the current repair and maintenance status of each vehicle. Equipment operator reports must be current within thirty (30) calendar days, unless approved otherwise by the Aviation Department. Operator shall provide such other information as the Aviation Department may, from time to time, require and shall maintain its maintenance records in a manner and form acceptable to the Aviation Department, which shall include but not be limited to, electronically updated computer programming which will accommodate a real time accounting of the service and maintenance of each vehicle assigned to the Core Bus Fleet. This system will have real time availability to allow the Aviation Department to perform audits on current or previous maintenance of equipment from the Airport.
- 6.3.3 Warranty Work. Warranty work shall be coordinated directly between Operator (or the Operator's agent) and the bus or component manufacturer. The Aviation Department shall be provided with a copy of all warranty transactions. Operator must receive pre-approval from bus or component manufacturer prior to performing any warranty work in-house. All warranty claims must be submitted to bus or component manufacturer within thirty (30) calendar days of repair. Operator shall have a tracking and storage system for batteries, tires and other parts eligible for warranty credit.
- 6.3.4 Inspections. Driver shall make frequent inspections of the bus interior and pick up newspapers and other items from the floor, baggage racks and seats, and remove any debris and spilled liquids and note and report any projecting metal, loose trim strips, damaged floor tread, gum and stains requiring removal or other problems which may present a safety hazard to passengers.
- (1) Daily. Operator shall pick up all debris, sweep the bus floor, spot mop or clean any areas in which liquids have been spilled and clean windows as required.
- (2) Cleaning of Buses. As often as requested by the Aviation Department, Operator shall wash the exterior of each bus, including its wheels, clean all windows inside and out as well as all window sills, remove gum and stains from the floor and seats, wet mop and dry the floor, spot clean and damp

wipe seats, walls, doors, baggage racks and handrails, clean dashboard, remove gum and stains and vacuum carpeted areas.

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

- 6.3.5 Each driver will be required to record the condition of his/her bus at the beginning and end of his/her driving shift. Operator must respond to driver write-ups (trouble reports) in a timely manner.
- 6.3.6 Operator shall develop and implement an acceptable quality control inspection and compliance program approved by the Aviation Department. Said program is to include daily inspection of drivers and equipment and continuous measurement of compliance with all elements of the program by Operator with written documentation retained in its files for inspection upon request. A monthly summary compliance report shall be submitted by Operator to the Aviation Department.
- 6.3.7 The Aviation Department will conduct periodic inspections using its own personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement and any bus not determined by the Aviation Department to be acceptable will be removed from service by Operator and all deficiencies corrected immediately.
- 6.4 Operator agrees to provide, an adequate number of suitable and operational radios with frequencies compatible with Aviation Department radios for all services required by this Agreement. Allowance should be made for downtime caused by routine maintenance, recharging of batteries, equipment failures, or for any other reasons.
- 6.5 Operator shall provide all service and maintenance for vehicles, including but not limited to, gas, oil, and repairs. Fueling and maintenance of vehicles shall be done while vehicles are not required to be in service. The total number of vehicles required to be operational during a shift will not be decreased for any period of time to allow for fueling or maintenance of vehicles.
- 6.6 Vehicles must be equipped with a fully functioning air-conditioning system and proper safety equipment. All vehicles shall be equipped with signs and numbers on the front, rear and right side, and/or any other location the Aviation Department deems necessary, with the words designated by the Aviation Department.

- 6.7 Operator agrees to maintain minimum headway times and maximum frequency. At no time will vehicles exceed the headway times set forth on **Exhibit B**; provided that by verbal notice to the Operator from the Aviation Department (which verbal notice shall be followed by written confirmation) such headway times may be increased or decreased from time to time to meet the operational needs of the Aviation Department. All such changed headway times shall be attached to this Agreement, as a supplement to **Exhibit B**, which shall be signed by the Aviation Director. To the extent operationally feasible, vehicles should be evenly spaced throughout the system. One additional operational vehicle should be available at all times to be placed in service in an emergency or during periods of high demand. It is the intent and purpose of this Agreement that the Operator shall conduct the services required hereunder in such a manner as to provide for the cost efficient movement of passengers and employees using the Airport.
- 6.8 The Operator shall obtain background checks from the State of Florida Department of Law Enforcement or from other sources approved by the Aviation Department for all employees providing service at the Airport. Operator shall submit background checks to the Aviation Department, if so requested. The Operator shall require all drivers to take and pass a drug screening test before the driver can commence operating vehicles. Operator shall perform employment history checks and shall receive at least two (2) completed employment history checks on each individual verifying past performance qualifications to perform the duties being hired for.
- 6.9 Worker Retention. The Operator shall offer continued employment to the employees of the immediately preceding Operator for a period of forty-five (45) days, unless the Operator determines and demonstrates to the County that such employees are unnecessary for the Operator's provision of services. Nothing prevents the Operator from terminating employees for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the successor Operator or as required by state or federal law. Operators shall include the foregoing language in its Contracts with any subcontractors. For purposes of this paragraph, "employee" means an individual who is not an exempt employee under the minimum wage and maximum hour exemptions as defined by the Fair Labor Standards Act.
- 6.10 All employees of the Operator shall wear legible name tags while on duty. The Operator's representatives, agents, managers, supervisors, drivers, and employees shall maintain the highest standards of service and shall be courteous, polite and inoffensive in their conduct and demeanor. Upon objection from the Aviation Department concerning the conduct, demeanor or appearance of such persons, the Operator shall forthwith take all steps necessary to remove the cause of the objection and impose such disciplinary actions against any employee as may be required by company policy. All employees, while on or about the Airport and acting within the course and scope of employment by Operator shall be clean, neat in appearance and uniformly attired, and shall behave courteously. No such personnel shall use

improper language or act in a loud, offensive or otherwise improper manner. Operator shall act to prevent the willful acts and omissions of its employees on or about the Airport. Operator shall control the conduct, demeanor and appearance of its agents, employees and officers.

- 6.11 Operator shall assure that all management employees and all other employees, including drivers, that have direct contact with the public have at least eight (8) hours of customer service training annually (including participation in the County SUNsational Service Program). Operator shall include Airport familiarization training and require each driver to competently answer questions about the Airport's shuttle bus service, its stop locations and other Airport information. The Aviation Department shall be given notice of company customer service training at least two (2) weeks in advance of such training. The Aviation Department reserves the right to send representative(s) to observe such training.
- 6.12 The Operator's employees, who are in contact with the public, must wear distinctive uniforms while on duty identifying them as the Operator's employees, and the style, color, and insignia of such uniforms and the employee's nameplate must have been approved in writing in advance by the Aviation Department. The uniforms shall consist of shirt and pants, and a name tag with at least 1/4 inch letters. Operator's company name patch or badge shall be attached to all uniforms, and the Aviation Department shall approve the uniforms and any subsequent modifications to such uniforms before Operator may permit its employees to use them. Operator's employees shall wear in plain view an employee identification number and name tag and an Operator photo identification badge, each issued by Operator or as may be otherwise require by law. Each driver shall wear as part of the uniform a reliable watch on his or her person during a work shift. Uniforms specified in this section shall be worn at all times when said employees are on duty.
- 6.13 All employees of the Operator parking their own personal vehicles on Airport property shall park such vehicles in the employee parking areas designated by the Aviation Department and shall not be subject to the fees promulgated for such lot, provided employee parking is only used while Operator's employees are performing services under this Agreement, subject to Section 3.4.
- 6.14 The Operator shall assure that all drivers of any vehicles are licensed to drive the type of vehicles assigned to them. Operator shall provide on-going training to its employees with respect to customer service, vehicle operating procedures, driver safety, and other operations, maintenance and safety procedures. Operator shall provide written reports and other written proof that such training was given at the times and in the manner approved by the Aviation Department. The Aviation Department reserves the right to send a representative(s) to observe such training.
- 6.15 The Operator shall select and appoint a full time Manager of Shuttle Bus Services, who shall be in complete charge of Operator's operations, and whose sole and full time duties shall be as Manager of Shuttle Bus Services at the Airport. Such person

shall be a highly qualified and experienced manager, with at least three (3) years of experience in managing a ground transportation operation of transporting passengers and employees.

6.15.1 The Manager of Shuttle Bus Services shall be vested with full power and authority to take all necessary actions where a prompt response is required to maintain or restore Shuttle Bus Services, prior to or without obtaining company headquarters' approval of such actions. In addition, the Manager of Shuttle Bus Services shall be responsible to respond in writing to customer complaints regarding Shuttle Bus Services and report such complaints and their resolution to the Aviation Department.

6.15.2 The Manager of Shuttle Bus Services shall ordinarily be available during regular business hours, and at times during the Manager's absence an equally authorized and qualified supervisor shall be in charge and available. Operator shall provide to the Aviation Department the daily schedule for the manager and all other supervisory personnel, and shall notify the Aviation Department of any changes to that schedule. In addition, when on duty, the manager and all supervisory personnel must be available to the Aviation Department by radio contact, at all times.

6.15.3 Management personnel shall wear attire consistent with County policy.

6.15.4 Prior to the Effective Date, Operator shall submit to the Aviation Department, for approval prior to his/her assignment, a complete resume of the person whom the Operator proposes to designate as the initial Manager of Shuttle Bus Services. In the event that the Operator intends to replace the Manager of Shuttle Bus Services for any reason, the Operator shall notify the Aviation Department in writing of its intent. Operator shall also submit to the Aviation Department for approval prior to his/her assignment, a complete resume of the person whom Operator proposes to next designate as Manager of Shuttle Bus Services. The Aviation Department reserves the right to disapprove Operator's designee for the position of Manager of Shuttle Bus Services.

6.15.5 In the event that the Aviation Department determines that the incumbent Manager of Shuttle Bus Services has failed to manage properly the Operator's operation in a professional, competent manner at all times or to fully perform his/her duties and obligations as Operator's representative hereunder, then in addition to all other rights under this Agreement, the Aviation Department shall have the right to require the Operator to replace such manager. The Aviation Department shall notify the Operator in writing of its demand for replacement and shall allow the Operator thirty (30) calendar days from the date of such notice to effect replacement.

6.16 Mechanics. Prior to the Effective Date, Operator shall provide the Aviation Department with documentation that all of its mechanics who are to be involved in

maintaining the buses enumerated herein have been trained in maintenance of heavy-duty diesel, hybrid electric buses, heavy-duty transmissions and wheelchair lifts, as applicable. Operator shall provide training documentation for those mechanics who hold certificates from the National Institute for Automotive Service Excellence (ASE) relating to Transit Buses or an accredited trade school as a transit bus technician, or at least three (3) ASE certificates of competence in transit bus maintenance. The Operator will arrange for training specific to alternative fuel issues, if applicable. The Operator shall notify the Aviation Department in writing of any newly hired mechanic that does meet the requirements set forth herein. Operator shall have ninety (90) calendar days from the date of such hire to comply with these requirements.

- 6.17 Operator shall devise and implement an orientation program for all new employees to include customer service training and orientation to company policies and procedures and provide and document appropriate training to ensure that Operator's employees at the Airport have a good understanding of the location of various facilities, businesses and agencies at the Airport and in the community that such employees may provide adequate public information. This training must be up-dated on a regular and on-going basis. All drivers shall provide customer service to passengers including, but not limited to, assistance on/off vehicles with baggage and providing information and directions, as necessary.
- 6.18 In recognition that Operator possesses specialized knowledge in the management and operation of Shuttle Bus Services, the Aviation Department may at any time require Operator to provide certain information and input with respect to the operation of the Airport's Shuttle Bus Services. In such event, Operator agrees to fully cooperate with such inquiries and to be available to the Aviation Department, including the attending of meetings.
- 6.19 All employees of Operator shall be able to effectively communicate orally and in writing in the English language. All drivers shall possess the appropriate licenses and permits, including medical clearances, and Operator shall verify the procurement and continuing validity of such licenses and permits at all times in accordance with the regulations of the Florida Department of Motor Vehicles. Operator represents and warrants that all drivers are duly qualified to operate the vehicles.
- 6.20 All of Operator's drivers and shift supervisors shall be properly licensed, and shall possess satisfactory work qualifications and experience with respect to their areas of responsibility. Operator shall not employ or if already employed shall not retain in its employment as a driver under this Agreement any person who does not meet the criteria set forth in subsection 6.20.1, below. A driver must also qualify for a commercial driving license under the rules and regulations promulgated by the United States Department of Transportation as well as a ramp driving endorsement and Customs and Border Patrol decal/clearance as required by the Aviation Department and in accordance with Article XIII. Operator shall verify the employment history of any employee who will be assigned to duty in a restricted area of the Airport and

ensure that all employees meet all related security requirements. This verification shall cover the ten (10) year period preceding the employee's assignment to duty in a restricted area, and shall otherwise comply with all laws. Operator shall maintain at all times a personnel file for each employee, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, Operator shall maintain, at all times, a current employment roster of employees of Operator and shall provide the Director of Aviation with a current copy of such employment roster and copies of all such verifications at all times. Operator shall provide the Director of Aviation with names, driver's license numbers and verification of driving record within five (5) calendar days prior to Effective Date or at any time thereafter as requested by the Aviation Department. At least once per year, Operator will review all driving records of current drivers and submit all findings to the Aviation Department for review.

6.20.1 Operator shall not employ or retain in its employment any driver whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Driver must have been a licensed driver for at least three (3) years. Time spent driving on learners permit does not count towards this requirement.
- (b) No more than one (1) moving violation in the past three (3) years.
- (c) No AT-FAULT accidents in the last three (3) years.
- (d) No Failure to Appear or Failure to Pay in the last three (3) years.
- (e) No Reckless Driving within the last seven (7) years.
- (f) No Driving Under the Influence within the last seven (7) years. Two (2) convictions, (lifetime), for DUI is an automatic disqualification.
- (g) No suspensions within the last three (3) years (one (1) suspension for PIP permitted).
- (h) No manslaughter resulting from the operation of a motor vehicle.
- (i) No hit-run or hit-run property damage.
- (j) No reckless driving causing injury.
- (k) No driving under the influence causing injury.
- (l) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.



- 6.21 Drivers will be instructed to make clear and timely announcements, as provided and revised by the Aviation Department, over the bus public address system by voice or recording in order to help passengers make proper connections. Under no circumstances are Operator's employees to solicit any gratuities.
- 6.22 Periodic quality control inspections concerning the conduct, demeanor and appearance of Operator's personnel employed in providing the services required herein shall be made by the Aviation Department. Results of these inspections shall be transmitted to Operator and Operator shall promptly correct all deficiencies noted. Upon Operator receiving numerous objections concerning the conduct, demeanor, appearance or professionalism of any of its personnel, Operator shall remove such persons from providing services hereunder.

## ARTICLE VII COMPLAINTS

- 7.1 Operator is obligated to respond to complaints regarding the quality of service, whether patrons' complaints or on the Aviation Department's own initiative or otherwise. Such response shall be provided by the Operator verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The Operator shall copy the Aviation Department on all correspondence. At the request of the Aviation Department, Operator shall meet with the Aviation Department to review any complaints or concerns and to promptly correct any deficiencies. The Aviation Department's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by Operator as expeditiously as possible.
- 7.1.1 Operator shall be required to resolve all written and oral complaints received from the public or the Aviation Department. Operator shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to the Aviation Department on a weekly basis.
- 7.1.2 Operator shall submit a monthly report to the Aviation Department summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. Passenger statistics showing the number of passengers carried to and from each lot and between airline terminals shall be compiled and furnished weekly to the Aviation Department. In addition, Operator shall prepare and furnish such other reports as the Aviation Department may, from time to time, require.
- 7.2 The Aviation Department shall have the right to inspect the vehicles during the Operator's regular hours or at any time in case of emergency to determine whether

the Operator has complied with and is complying with the terms and conditions of this Agreement. The Aviation Department may, at its discretion, require the Operator to effect repairs.

- 7.3 Operator shall make no improvements, additions, alterations or modifications to any portion of the Airport premises, including without limitation, the Shuttle Bus Routes and the Parking Facilities without the consent or direction of the Aviation Department.

ARTICLE VIII  
NONDISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND  
AMERICANS WITH DISABILITIES ACT

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

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

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

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

- 8.1.4 Operator shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.
- 8.2 The Operator shall take affirmative action to ensure that applicants and employees are treated without regard to race, gender, color, familial status, national origin, religion, sexual orientation, marital status, political affiliation, age or physical or mental disability during employment. Such actions shall include, but not limited to the following; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employee, training, (including apprenticeship), and accessibility. Operator shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, gender, national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16 1/2), marital status, political affiliation, or physical or mental disability if qualified. Operator shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, gender, national origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. Operator agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 8.2.1 County shall also require that any contractor selected to perform work on a County project include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 CFR Parts 23 and 26, as amended. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Agreement, and may result in the termination of this Agreement or such other remedy as County deems appropriate.
- 8.2.2 Operator shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Operator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

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

- 8.3 Airport Concession Disadvantaged Business Enterprise. The Airport Concession Disadvantaged Business Enterprise (ACDBE) regulations (49 CFR Part 23) establish requirements for setting an overall goal for ACDBE participation in all 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 ACDBE's to achieve in the absence of discrimination. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 49 CFR Part 26. The Operator agrees that it will not discriminate against any business owner because of the owner's race, gender, color, national origin, religion, sexual orientation, marital status, political affiliation, age or physical or mental disability in connection with the award or performance of this Agreement, which is covered by 49 CFR, Part 23 and 49 CFR Part 26. The Operator agrees to include the above statements in any subsequent agreements that it enters into for services under this Agreement and shall cause those businesses to similarly include the statements in further agreements.

The Operator has committed to ACDBE participation.

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

It is the policy of Broward County to ensure that ACDBE's, 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.

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

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

Participation by ACDBEs - It is the policy of Broward County that ACDBE firms, as defined herein, can compete fairly for opportunities as subcontractors, suppliers on all contracts awarded by the County to ensure a level playing field. The Operator hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this Section 8.3, in accordance with 49 CFR Part 23, as amended, to ensure that the ACDBE firms have fair opportunity to compete for and perform contracts.

Prompt Payment - The Operator hereby agrees to pay its subcontractors and suppliers within thirty (30) days following receipt of the service or supplies. A finding of nonpayment to subcontractors and suppliers is a material breach of this Agreement. The Operator shall include the foregoing prompt payment language in all of its contracts with subcontractors who participate on County projects subject to the regulations in 49 CFR Part 23 and Part 26, as amended. Designated staff of the OESBD will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

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

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

Operator's ACDBE participation plan is set forth in **ATTACHMENT II-1** through **II-3** attached hereto and made a part hereof. Subject to the approval of the OESBD, said participation plan may be revised and updated by the Operator, and upon OESBD's approval, said ATTACHMENTS shall be revised and replaced.

- 8.4 Operator shall submit, within twenty (20) days of the end of each calendar quarter, a report detailing its ACDBE participation for the previous calendar quarter, on a form provided by the County's Office of Economic and Small Business Development (OESBD). This report shall be submitted to:

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

With a copy provided to:

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

And an additional copy to:

Airport Business Manager - Concessions  
Fort Lauderdale-Hollywood International Airport  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312

## ARTICLE IX COMPLIANCE

- 9.1 Operator shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the premises, or upon Operator, or upon the business conducted on the premises, or upon any of Operator's property used in connection therewith, including, but not limited to applicable sales and excise taxes, and shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Operator.
- 9.2 The Operator, its officers, agents, servants, employees, contractors, licensees and any other person who the Operator controls, or has the right to control and all employees shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the United States of America, the State of Florida, Broward County, and all municipalities, and their respective agencies, departments, authorities and commissions which pertain to the provision of services at the Airports

or which may affect the Operator or its operations at, or in connection with, the Airport, including without limitation the Americans with Disabilities Act of 1990, and any and all regulations promulgated there under and all the provisions of the Broward County Code of Ordinances.

- 9.3 Operator shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.
- 9.4 Operator shall, at its own expense, provide and maintain in full force and effect any and all federal, state, county and municipal certificates, licenses and permits required for the operation of all aspects of Operator's business.
- 9.5 The obligation of the Operator to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the County to the application to itself of such requirements or any of them.
- 9.6 The Operator agrees to permit entry, inspection, and testing of all areas occupied or used by Operator, at all reasonable times, by inspectors of any federal, state, or county agency having jurisdiction under any law, rule, regulation, or order applicable to the Airport premises or the operations of Operator. This right of entry, inspection and testing shall impose no duty on the County to take any such action and shall impart no liability on the County should it not take any such action.

#### ARTICLE X ASSIGNMENT

- 10.1 Operator shall not sell, transfer, assign, sublet, pledge, mortgage, or otherwise encumber this Agreement or any portion of the Airport premises, or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise or contract for the performance of any of the services to be provided by Operator under this Agreement (any such action being called an "assignment") without the prior written consent of the County, which consent may be denied in the sole discretion of the County or conditioned upon such additional terms and conditions as may be imposed in the reasonable discretion of the County, or the Aviation Department, acting on behalf of the County. The Operator's request for consent to an assignment shall include copies of all documentation pertaining to the assignment. In addition, the Operator shall provide the Aviation Department with such additional information and documentation as may be reasonably requested. The factors upon which the decision on whether to grant such consent shall be based shall include, but not be limited to an assessment of whether the proposed assignee meets standards of creditworthiness; and an assessment of the ability of the proposed assignee to perform the obligations under this Agreement. In the event of any assignment, the Operator shall not be released of any liability hereunder and the assignee shall be required to execute a written assumption agreement, agreeing to assume all

obligations and liabilities under this Agreement and to abide by all of the terms and provisions of this Agreement, which assumption agreement must be acceptable to the Aviation Department in all respects. In the event that the Operator shall seek the County's consent to an assignment to an affiliate of the Operator, then as a condition of such assignment, Operator (or those persons or entities that have majority ownership of Operator, directly or indirectly) may be required to execute an irrevocable Guaranty of Payment and Performance of this Agreement which shall be in form and substance satisfactory to the Aviation Department.

- 10.2 In no case will an assignment be permitted if a default shall have occurred hereunder and remain uncured.
- 10.3 An "assignment" shall include any transfer of this Agreement by merger, consolidation or liquidation or by operation of law, or if Operator is a corporation, any change in control of or ownership of or power to vote a majority of the outstanding voting stock of Operator or of any parent corporation of Operator from the owners of such stock or those controlling the power to vote such stock on the date of this Agreement (whether occurring as a result of a single transaction or as a result of a series of transactions), or if Operator is a limited or a general partnership or joint venture, any transfer of an interest in the partnership or joint venture (or a transfer of an interest in a corporate general partner or corporate joint venturer) which results in a change in control (either directly or indirectly) of such partnership or joint venture from those controlling such partnership or joint venture on the date of this Agreement (whether occurring as a result of a single transaction or as a result of a series of transactions). Notwithstanding the foregoing, a transfer of stock among current stockholders or among current stockholders and their immediate families, any transfer of stock resulting from the death of a stockholder, a transfer of partnership or joint venture interests among existing partners or among existing partners or joint venturers and their immediate families, or any transfer of such an interest resulting from the death of a partner or joint venturer, shall not be deemed an assignment for purposes of this section. Notwithstanding the foregoing, the provisions of this section shall not apply to any public trades of registered stock of Operator that occurs on a national stock exchange.
- 10.4 In the event any action specified hereunder shall be taken without the prior written consent of the County, then any such assignment or other action shall be null and void and of no force or effect and in addition to all other available remedies, the County shall be entitled to immediately terminate this Agreement. Any written consent or approval required hereunder shall not be effective unless evidenced by a written document signed by the authorized representative of the County.
- 10.5 Operator shall be liable for the acts and omissions by any licensee, assignee, transferee, purchaser, agent, contractor, subcontractor or any other party in privity with Operator.



ARTICLE XI  
INSURANCE AND INDEMNIFICATION; PERFORMANCE BOND

- 11.1 Operator shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Operator, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action, or demand, Operator shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. 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 Operator under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.
- 11.2 In order to insure the indemnification obligation contained above, Operator shall, at a minimum, provide, pay for, and maintain in force at all times during the Term of this Agreement (unless otherwise provided), the insurance coverage set forth below, in accordance with the terms and conditions required by this article. Such policy or policies shall be issued by companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Operator shall specifically protect County and the Commission by naming County and the Broward County Board of County Commissioners as additional insured under the Comprehensive General or Commercial Liability Policy.
- 11.2.1 Comprehensive General or Commercial Liability Insurance. Commercial General Liability Insurance Policy with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence and combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- (a) Premises and/or Operations.

- (b) Independent Contractors or Owners and Contractors Protective Liability coverage, which includes liability coverage for operations performed for the named insured by independent and/or subcontractors hired and acts or omissions of the named insured in connection with his/her general supervision of such operations.
- (c) Broad Form Property Damage.
- (d) Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- (e) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- (f) COUNTY is to be expressly included as an "Additional Insured" in the name of "Broward County" with respect to liability arising out of operations performed for COUNTY by or on behalf of OPERATOR or acts or omissions of OPERATOR in connection with general supervision of such operation.
- (g) Notice of Cancellation and/or Restriction – The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

11.2.2 Business Automobile Liability. Business Automobile Liability Insurance shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) for Non-Airside circulation and Five Million Dollars (\$5,000,000.00) for Airside circulation per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- (a) Any Auto.
- (b) Owned Vehicles.
- (c) Hired and Non-Owned Vehicles.
- (d) County is to be expressly included as an "Additional Insured" in the name of "Broward County" with respect to liability arising out of operations performed for COUNTY by or on behalf of OPERATOR or acts or omissions of OPERATOR in connection with general supervision of such operation.

- (e) Notice of Cancellation and/or Restriction – The policy(ies) must be endorsed to provide COUNTY with thirty (30) days' notice of cancellation and/or restrictions.

11.2.3 Workers' Compensation Insurance. Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:

- (a) Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each accident.
- (b) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

11.2.4 Environmental Pollution Liability. When applicable, this insurance shall include cleanup costs and Environmental Impairment Liability insurance coverages in the minimum amount of Two Million Dollars (\$2,000,000) per claim, subject to a maximum deductible of Two Hundred Thousand Dollars (\$200,000) per claim. Such policy shall include a two million (2,000,000) annual policy aggregate and name Broward County as additional insured."

11.2.5 Certificate of Insurance. Operator shall furnish to the Aviation Department, certificates of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said certificate(s) of Insurance shall include a minimum of thirty (30) days endeavor to notify County due to cancellation or non-renewal of coverage.

11.2.6 Cancellation of Coverage. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Operator is completed. All policies must be endorsed to provide County with at least thirty (30) calendar days' notice of cancellation and/or restriction. If the any of the insurance coverages will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least thirty (30) calendar days' prior to the date of their expiration.

11.2.7 Review by County. The aforesaid insurance coverages shall be reviewed from time to time by the County Risk Management Division and may be adjusted if the Risk Management Division determines that such adjustments are necessary to protect County's interest. When such policies or certificates have

been delivered by the Operator to the County as aforesaid and at any time or times thereafter, the County may notify the Operator in writing that the insurance represented thereby does not conform to the provisions of this Article XI either because of the amount or because of the insurance company or for any other reason, and the Operator shall have fifteen (15) calendar days in which to cure any such defect. Compliance with the requirements of this Article XI as to the carrying of insurance shall not relieve the Operator of its liability under any other provision of this Agreement.

11.2.8 Right to Revise or Reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

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

11.3 The Operator shall post a Security Deposit ("Security Deposit") with the County in the amount of Five Hundred Thousand Dollars (\$500,000.00). The Security Deposit shall serve as security for the performance of all obligations hereunder. The Security Deposit shall be either in the form of cash, an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County, or a Payment and Performance Bond ("Bond"), in form and substance satisfactory to County. No interest shall be paid on said Security Deposit. The Security Deposit shall be submitted to the County, simultaneously with the execution of this Agreement by the Operator. In the event of any failure by Operator to pay when due any fees or other charges hereunder or upon any other failure to perform its obligations hereunder or upon any other default hereunder, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to all amounts owed by Operator to County. Upon notice of any such draw, Operator shall immediately replace the Security Deposit with a new Letter of Credit or Bond or cash in the full amount of the Security Deposit required hereunder. The Aviation Department, upon fourteen (14) calendar days' notice to the Operator, may require an increase in the amount of the Security Deposit to reflect any increases in the monies payable hereunder. In addition the Aviation Department, upon fourteen (14) calendar days' notice to the Operator, may require an increase in the amount of the Security Deposit equal to up to four (4) additional months rent installments because of increased obligations hereunder, or if upon a review of Operator's payment or performance

history at the Airport, the Aviation Department determines an increase should be required.

11.3.1 The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months thereafter. Not less than one hundred twenty (120) calendar days prior to any expiration date of a Letter of Credit or Bond, Operator shall submit evidence in form satisfactory to County that said security instrument has been renewed. A failure to renew a Letter of Credit or Bond, or to increase the amount of the Security Deposit, if required pursuant hereto, shall (i) entitle the County to draw down the full amount of such Security Deposit, and (ii) be a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to the Operator until all obligations under this Agreement are performed and satisfied.

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

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

## ARTICLE XII

### DEFAULT, TERMINATION, DISINCENTIVE PAYMENTS

12.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator

upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 12.2 Cause for termination of this Agreement shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure of Operator or its permitted subcontractors to perform according to terms of this Agreement; or Operator's failure to provide Airport Shuttle Bus services, or to provide the Airport Shuttle Bus services in a timely manner as required by this Agreement, or required by this Agreement, or breach of this Agreement which has a material adverse effect on the provisions of services under this Agreement, notwithstanding whether any such breach was previously waived or cured.
- 12.3 The Agreement may also be terminated for cause if the Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as amended or if the Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 12.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 12.5 In the event this Agreement is terminated for convenience, Operator shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of County's election to terminate, Operator shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Operator acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by County, the receipt and adequacy of which is hereby acknowledged by Operator, is given as specific consideration to Operator for County's right to terminate this Agreement for convenience.
- 12.6 This Agreement may also be terminated by the Board:
- 12.6.1 Upon the disqualification of Operator as a CDBE by County's Director of the Office of Economic and Small Business Development ("OESBD") if Operator's status as a CDBE was a factor in the award of this Agreement, and such status was misrepresented by Operator;

- 12.6.2 Upon the disqualification of Operator by County's Director of OESBD due to fraud, misrepresentation, or material misstatement by Operator in the course of obtaining this Agreement, or attempting to meet the CDBE contractual obligations;
- 12.6.3 Upon the disqualification of one or more of Operator's CDBE participants by County's Director of OESBD if any such participant's status as a CDBE firm was a factor in the award of this Agreement, and such status was misrepresented by Operator or such participant;
- 12.6.4 Upon the disqualification of one or more of Operator's CDBE participants by County's Director of OESBD if such CDBE participant attempted to meet its CDBE contractual obligations through fraud, misrepresentation, or material misstatement; or
- 12.6.5 If Operator is determined by County's Director of OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CDBE status of its disqualified CDBE participant.
- 12.7 Upon termination of this Agreement, County shall have the right to engage another operator to provide the Shuttle Bus Services at the Airport, for such period or periods (which may extend beyond the Term of this Agreement) at such fees and upon such other terms and conditions as County may, in good faith, deem advisable. County shall in no event be liable and Operator's liability shall not be affected or diminished in any way whatsoever for failure of County to obtain another operator.
- 12.8 If this Agreement shall terminate for any reason, Operator and those operating under it shall forthwith remove their personal property from the Airport premises. If Operator or any such claimant shall fail to effect such removal of personal property forthwith, County may, at its option, without liability to Operator or those claiming under Operator, remove such personal property and may store the same for the account of Operator or of the owner thereof at any place selected by County, or, at County's election, and upon fifteen (15) calendar days written notice to Operator of date, time and location of sale, County may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise as County in its sole discretion may deem advisable. If, in County's judgment, the cost of removing and storing or the cost of removing and selling any such personal effects exceeds the value thereof or the probable sale price thereof, as the case may be, County shall have the right to dispose of such goods in any manner County may deem advisable. Operator shall be responsible for all costs of removal, storage and sale, and County shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by County. If any surplus sale proceeds shall remain after such reimbursement County may deduct from such surplus any other sum due to County hereunder and shall pay over to Operator any remaining balance of such surplus sale proceeds.

- 12.9 If proceedings shall at any time be commenced against Operator by County under this Agreement and compromise or settlement shall be effected either before or after judgment whereby Operator shall be permitted to continue to operate under this Agreement, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent event of default.
- 12.10 Any amount paid or expense or liability incurred by County due to Operator's failure to perform in accordance with the terms and provisions of this Agreement, shall be deemed to be monies due by Operator to County hereunder and shall be paid by the Operator to the County upon demand therefore. At the option of the County, the same may be deducted from any amounts payable by County to Operator hereunder.
- 12.11 Operator hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of any termination of this Agreement. The rights given to County herein are in addition to any rights that may be given to County by statute or otherwise.
- 12.12 Upon termination of this Agreement, through passage of time or otherwise, the Operator shall aid the County in all ways possible in continuing the provision of shuttle bus services at the Airport without interruption of service.
- 12.13 In the event of any termination of this Agreement, Operator shall have no further rights hereunder and shall cease forthwith all operations upon the Airport premises and shall pay in full any amount owed to County. The Operator's Security Deposit may be applied by the County to any sums due to County under this Agreement and any damages incurred by County.
- 12.14 In the event this Agreement is terminated for any reason, any amounts due Operator shall be withheld by County until all documents are provided to County pursuant to Section 12.18.
- 12.15 Disincentive Payment/Charges. Operator understands and agrees that one of the County's primary goals in granting this Agreement is to ensure that customer service provided to the traveling public using the Shuttle Bus Services at the Airport is of the highest caliber and is consistent with the image that the Airport wants to project to its users and visitors. Operator further agrees that the Aviation Department will suffer damage if Operator fails to meet these standards and that, due to the nature of certain breaches, the actual damage to the County would be impractical or very difficult to remedy.
- 12.15.1 Operator and the County agree that in addition to all other remedies available under this Agreement commencing on the first day of the third month after the Commencement Date, the Operator shall be subject to the disincentive charges set forth in subsection 12.15.2, below, if Operator breaches the performance standards specified in such subsection 12.15.2. Operator and County acknowledge that County's actual damages in the



event of a breach of such performance standards would be impractical or very difficult to determine. Therefore, by execution of this Agreement, County and Operator acknowledge that the amounts set forth in subsection 12.15.2, 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, shall not prevent County from exercising any other right or remedy for default available to County under this Agreement.

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

- (i) No drivers for designated scheduled route, Fifty Dollars (\$50.00) per occurrence.
- (ii) Passenger waiting for buses more than twenty (20) minutes, Fifty Dollars (\$50.00) per occurrence.
- (iii) Failure to respond verbally to customer complaints within two (2) calendar days of complaint and in writing within five (5) calendar days, Fifty Dollars (\$50.00) per occurrence and Fifty Dollars (\$50.00) for each twenty-four (24) hour period thereafter.
- (iv) Number of validated customer complaints exceeds five (5) in any thirty (30) day period, excluding complaints originating from the same incident and/or customer, One Hundred Dollars (\$100.00) for first five (5) customer complaints, One Hundred Fifty Dollars (\$150.00) for 6th customer complaint in calendar month, Two Hundred Dollars (\$200.00) for each additional complaint per calendar month.
- (v) Shuttle bus driver not in uniform with name plate display while operating bus at Airport, warning for first violation within any thirty (30) day period, Fifty Dollars (\$50.00) per additional violation involving the same driver within thirty (30) day period.
- (vi) Shuttle bus driver failing to comply with the performance standards as set out in this Agreement, including but not limited to on-time performance, announcement of stops, etc., warning for first violation and Fifty Dollars (\$50.00) per additional violation involving the same driver.
- (vii) Failure to make vehicles available or properly provide transportation to and from maintenance facility as scheduled, Twenty-Five Dollars (\$25.00) per occurrence.

- (viii) Failure to comply with the certification requirements set forth in Section 6.16 of the Agreement, One Hundred Dollars (\$100.00) per day, per employee.

12.16 Procedure for Declaring Performance Standard Breaches. Except as otherwise provided for breaches of the minimum wage under Section 9.3 of this Agreement, the determination as to whether performance standards have been met is at the reasonable discretion of the Aviation Director.

12.16.1 Upon determining the existence of a Performance Standard Breach, the Director of Aviation shall issue a written notice to Operator of the occurrence of such breach and the County's claim for disincentive payment.

12.16.2 The notice of Performance Standard Breach shall become final unless the Aviation Department receives from Operator no later than ten (10) calendar days after the date of the notice of Performance Standard Breach is received by Operator, a written statement from Operator, with Operator's evidence that the breach did not occur. The Aviation Department shall review such evidence and determine, in its reasonable discretion, whether Operator has demonstrated that the breach did not occur.

12.16.3 The Aviation Department shall review Operator's evidence as soon as reasonably possible after timely receipt of such evidence.

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

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

12.17 Waiver of Disincentive Payments/Charges. Disincentive charges shall be waived during periods of severe weather, work stoppages, or when other conditions indicate that the failure was unavoidable, as solely determined by the Aviation Director. Any determination by the Aviation Director shall be final and conclusive. If Operator believes the occurrence of a particular event may cause delays, it is the responsibility of the Operator to notify the Aviation Department of the event and to obtain prior written concurrence that disincentive charges will not be assessed.

12.18 Rights in Documents and Work.

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of

County, and, if a copyright is claimed, Operator grants to County a non-exclusive 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 data and documents prepared by Operator, whether finished or unfinished, shall become the property of County and shall be delivered by Operator to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Operator shall be withheld until all documents are received as provided herein.

### ARTICLE XIII AIRPORT SECURITY

- 13.1 Airport Security Program and Aviation Regulations. Operator agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Operator, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Operator agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Operator shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Operator, its sublessees, 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 Operator agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Operator fails to remedy any such deficiency, the County may do so at the sole cost and expense of Operator. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- 13.1.1 Access to Security Identification Display Areas and Identification Media. The Operator shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Operator shall be responsible for

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

- 13.1.2 Operation of Vehicles on the AOA. Before the Operator shall permit any employee of Operator 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), the Operator shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Operator or of any 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.
- 13.1.3 Consent to Search/Inspection. The Operator agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Operator further agrees on behalf of itself and its 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. Operator acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Operator agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Operator or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Operator or by any subconsultant/subcontractors.
- 13.1.4 Operator understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with

Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

- 13.2 The provisions of this Article XIII shall survive the expiration or any other termination of this Agreement.

#### ARTICLE XIV FIRE AND OTHER DAMAGE

In the event that structural or permanent portions of any area used or occupied by the Operator shall be partially damaged by fire or other casualty, the Operator shall give immediate notice thereof to the County. Furthermore, in the event that structural or permanent portions of any buildings or improvements located at the Airport shall be damaged by fire or other casualty, the obligations of the Operator hereunder shall not cease.

#### ARTICLE XV RELATIONSHIP OF PARTIES

- 15.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of County and Operator.
- 15.2 Independent Contractor. Operator is an independent contractor under this Agreement. Services provided by Operator shall be subject to the supervision of Operator, and such services shall not be provided by Operator or its agents as officers, employees, or agents of the County.
- 15.3 Third Party Beneficiary. Neither Operator nor County intend to directly or substantially benefit or create any rights or obligations in any third party under any of the provisions of this Agreement. No third party shall be entitled to assert a claim against any party hereto based on this Agreement.

#### ARTICLE XVI GENERAL PROVISIONS

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

- 16.2 Notices – Whenever necessary for operational purposes, notice may be given by telephone, text message or email. Whenever either party desires to give formal notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

COUNTY:

Director

Broward County Aviation Department  
Fort Lauderdale-Hollywood International Airport  
2200 SW 45 Street, Suite 101  
Dania Beach, FL 33312

With a copy to:

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

OPERATOR:

Keolis Transit America, Inc.  
6053 W. Century Blvd., 9<sup>th</sup> Floor  
Los Angeles, CA 90045

- 16.3 Nothing contained in this Agreement shall grant to the Operator any rights whatsoever in the air space above the Airport. In that regard, the County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or removal of structures upon the Airport premises, together with the right to prevent the Operator from erecting or permitting to be erected any structure at the Airport which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.
- 16.4 The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
- 16.5 Operator and its successors in interest shall to restrict the height of structures, objects of natural growth and other obstructions on any areas it occupies to a height

in order to comply with all provisions of this Agreement and all applicable Federal Aviation Regulations, including but not limited to Part 77.

- 16.6 Operator expressly agrees, for itself and its successors in interest to prevent any use or action by Operator, its employees, officers, agents, contractors and invitees, of any area within the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard to aircraft or others.
- 16.7 County reserves the right to maintain such utility easements and/or licenses on any area occupied or utilized by Operator on the premises of the Airport as may now or in the future be determined to be necessary to serve the needs of the Airport, and the Operator agrees to take this Agreement subject to said easement and/or license requirements. Such easements and/or licenses will be used for, but not limited to, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above ground street lighting and power poles.
- 16.8 Subordination - This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the leasehold improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any other revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.
- 16.9 Captions - The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof. Unless otherwise indicated, a reference herein to a paragraph, subparagraph, subsection, section or article shall mean a reference

to the applicable paragraph, subparagraph, subsection, section or article in this Agreement.

- 16.10 Severability - In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Operator elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.
- 16.11 Agent for Service of Process - It is expressly understood and agreed that if the Operator is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event the Operator does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and the County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a non-resident, who has designated the Secretary of State as his agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Operator may be personally served with such process out of this State by certified mailing to the Operator at the address set forth herein. Any such service out of this State shall constitute valid service upon the Operator as of the date of mailing. It is further expressly agreed that the Operator is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.
- 16.12 Waiver of Claims - The Operator hereby waives any claim against Broward County and its officers, commissioners and employees for any consequential damages, including without limitation any loss of anticipated profits, caused by (a) any failure of the County to comply with any obligations hereunder, (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or (c) by any judgment or award in any suit or proceeding declaring this Agreement null, void or void able, or delaying the same or any part thereof, from being carried out, or (d) any change in the operation or configuration of, or any change in procedures governing the use of, the Airport. Notwithstanding the foregoing, this waiver of claims shall not apply to any wrongful termination of this Agreement by the County, or to any condition described by subparagraph (a), if the condition is due to the sole fault of the County, and: (i) the County has failed to cure such condition within forty-five (45) calendar days following written notice of same from the Operator; or (ii) if such condition is not capable of being cured within said forty-five (45) day period, the County has failed to commence to cure said condition within said period.
- 16.13 Right to Develop Airport - It is further covenanted and agreed that the County reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Operator and without interference or hindrance. The Operator acknowledges that County from time



to time will be seeking regulatory approvals (collectively "Regulatory Approvals") in connection with Airport projects, which may include the following: (1) amendment of development agreements and orders; (2) agreements with the State of Florida and other agencies; (3) land use and zoning amendments; (4) preparation of environmental assessments and environmental impact statements; (5) such environmental permitting as may be required by federal, state, County, or local regulations, and (6) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of Airport projects. This Agreement is subject to such Regulatory Approvals, and the Operator shall comply with all requirements of the Regulatory Approvals applicable to the Airport premises and the operations of the Operator at the Airport. Operator agrees to cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, Operator covenants and agrees (i) to support the County's efforts to obtain Regulatory Approvals; and (ii) to execute any document(s) or instrument(s) reasonably requested by County in order to assist County in obtaining Regulatory Approvals, provided that Operator shall not be required to bear any expense in connection therewith and the Operator shall not be deemed an agent of the County.

- 16.14 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached **Exhibits A, B, C, D, E, F, G and H** and **Attachments I and II** are incorporated into and made a part of this Agreement.
- 16.15 Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 16.16 Binding Document. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement. This Agreement is binding at execution. The individuals executing this Agreement on behalf of Operator personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.
- 16.17 Damage to Airport Facilities. Operator shall be responsible for any and all damage to the Airport caused by the negligence of Operator, its agents, employees, contractors, subcontractors or invitees (but excluding the general public) including, but not limited to, damage to the Terminal areas, roadways, and any and all areas where any activities are performed by Operator.
- 16.18 Right to Amend. In the event that the United States Government, the State of Florida, or any agency or department thereof, requires modifications in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements

of this Agreement as may be required, and upon any failure of Operator to agree to any such amendments, modifications, revisions, supplements, or deletions, the County shall be entitled to terminate this Agreement upon thirty (30) calendar days' notice to the Operator.

- 16.19 Time of the Essence. Time is expressed to be of the essence of this Agreement.
- 16.20 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 16.21 Upon the termination of this Agreement, through passage of time or otherwise, the Operator shall aid the County in all ways possible in continuing the business of managing the Consolidated Shuttle Bus Services at the Airport without interruption of service.
- 16.22 Survival. Upon termination or expiration of this Agreement, the Operator shall remain liable for all obligations and liabilities that have accrued prior to the Termination Date. Notwithstanding any provision of this Agreement to the contrary, NO obligation which accrued but has not been satisfied under any prior agreements between the parties, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.
- 16.23 Recordation of Agreement. Operator shall not record this Agreement or any memorandum thereof in the Public Records of Broward County, Florida, and a violation of this paragraph by Operator shall automatically void those provisions and portions of this Agreement which run to the benefit of Operator.
- 16.24 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the areas used or occupied by Operator, any improvements thereon, or any operations in areas used or occupied by Operator, or at any other areas of the Airport. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.
- 16.25 The Operator agrees to keep all insurance policies in effect throughout the Term of this Agreement.
- 16.26 No commissioner, director, officer, agent or employee of County shall be charged personally or held contractually liable by or to the Operator under any term or

provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

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

16.27.1 The parties acknowledge that the County will perform an initial Environmental Assessment of the shuttle bus maintenance facilities ("Initial Environmental Assessment") following execution of this Agreement by both parties, a copy of which will be provided to Operator. The Initial Environmental Assessment shall not be deemed to in any way release any party from any liability under any federal, state, county, or local laws, rules or regulations or in any way to limit the regulatory powers of the County of any of its agencies.

- (1) The Environmental Assessment is a document based on one or more environmental site assessments, examinations, inspections, tests, inquiries and surveys necessary to identify "Recognized Environmental Conditions" (as hereinafter defined), contamination and the presences of hazardous substances or other Materials, in, or under the surface of the property.
- (2) "Recognized Environmental Conditions" when used in this Agreement shall mean as described in "ASTM E 15267 – Standard Practice Environmental Site Assessments: Phase 1 Environmental Site Assessment Process."
- (3) "Materials" shall mean any pollutant, or hydrocarbon contamination, hazardous substances, or other contaminants or regulated materials.
- (4) Any Environmental Assessment obtained by either county or Operator shall not be deemed in any way to release any party from any liability under any federal, state, County, or local laws, rules or regulations or in any way to limit the regulatory powers of the County of any of its agencies. The Aviation Department, other applicable County agencies, and the contractors and consultants retained to perform any Environmental Assessment of the premises 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 performances of the Environmental Assessment.

16.27.2 Operator shall provide the Aviation Department, if requested at any time, with a list of all pollutants, or hydrocarbon contaminates, hazardous

materials, or other contaminants or regulated materials (collectively, "Materials") stored, used, generated or disposed of on Airport property by Operator.

16.27.3 Operator agrees to comply with all existing and future federal, state, local and County environmental laws, ordinances and regulations, and the requirements of any Development Order covering the Airport, issued to the County pursuant to Chapter 380, Florida Statutes, including without limitation those addressing the following:

- (1) 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;
- (2) Proper protection, use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms, if applicable. The Operator shall have in place, and make available to the Aviation Department for review, all required environmental licenses and documents including, but not limited to, a site specific Stormwater Pollution Prevention Plan, and a Spill Prevention and Countermeasures Plan.
- (3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all County, local, state and federal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and
- (4) Adequate facilities for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.
- (5) Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code, as applicable and as such laws may be amended from time to time.

16.27.4 The discharge, disposal or release of any Recognized Environmental Conditions and any impacts from Materials on or upon Airport premises as a result of Operator's operations at the Airport, that is in an amount that is in violation of any federal, state, County or local law, rule or regulation or in violation of an order or directive of any federal, state, or local court or governmental authority, by Operator, or any of its officers, employees, contractors, subcontractors, invitees, or agents, whether committed prior to or subsequent to the date of execution of this Agreement, shall be, at the Operator's expense, and upon demand of County or any of its agencies or

any local, state, or federal regulatory agency, immediately contain, remove or remediate any Recognized Environmental Conditions and Materials as required to meet the requirements of applicable environmental laws, rules and regulations.

- (1) If Operator does not take action immediately to have such Recognized Environmental Conditions and Materials contained, removed and abated, the County or any of its agencies may upon reasonable notice to Operator (which notice shall be written unless an emergency condition exists) undertake the removal of the Recognized Environmental Conditions and Materials; however, any such action by the County or any of its agencies shall not relieve the Operator of its obligations under this or any other provision of this Agreement or as imposed by law.
- (2) No action taken by either the Operator or the County to contain or remove Recognized Environmental conditions and Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As use in this Agreement, "Operator's operations" and "Operator's actions" and words of similar import, shall include all actions and inaction by Operator or by any of its officers, employees, contractors, subcontractors, invitees, or agents.
- (3) The County reserves the right to require the Operator to actively perform and complete an environmental assessment and remediation which may be required as a result of any release of Materials as referenced above. Such activities will be performed at the sole expense of the Operator, despite the acceptance of any site into any government funded cleanup program which might not require immediate assessment or remediation based on a site ranking or scoring within that program. If the County requires remediation of any such site, then such site shall, at the Operator's expense and upon demand of County, be immediately contained, removed and remedied to the satisfaction of the Aviation Department and the County. The Lessee shall perform assessment and remediation of any impacted property in accordance with timetables acceptable to the County and so as to achieve a timely remediation of the site that does not impede any County development or other County plan.

- 16.27.5 Operator shall provide the Aviation Department with notice of releases of Materials occurring on account of Operator's operations at the Airport in accordance with the requirements of the Aviation Department's policies and procedures manual. Operator shall maintain a log of all such notices to the Aviation Department and shall also maintain all records required by federal, state, County, and local laws, rules and regulations and also such

records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

- 16.27.6 As required by law, Operator shall provide the federal, state, County and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Airport property which exceeds an amount required to be reported to any local, County, state, or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Operator shall further provide the Aviation Department and the County Department of Planning and Environmental Protection (or successor agency) with written notice within one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected. Operator shall have an updated contingency plan in effect relating to such releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials or petroleum products or other Materials. The Operator agrees to permit entry of any premises it occupies at the Airport at all reasonable times, of inspectors of the County Department of Planning and Environmental Protection or (successor agency) and of other regulatory authorities with jurisdiction.
- 16.27.7 The Aviation Department, upon reasonable written notice to Operator, shall have the right to inspect all documents relating to the environmental condition of the premises used by the Operator at the Airport, including without limitation, the release of any Materials, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Operator agrees to allow inspection of the premises used by the Operator at the Airport, by appropriate federal, state, County, and local agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes.
- 16.27.8 If the County arranges for the removal of any Materials or the associated impacts to the environment from a release of Materials caused by Operator or by any of its officers, employees, contractors, subcontractors, invitees,

agents or trespasser at the Airport, all costs of such removal incurred by the County shall be paid by Operator to the County within ten (10) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

- 16.27.9 Operator shall not be liable for the release of any Materials caused by anyone other than Operator, or any of its officers, employees, contractors, subcontractors, invitees, agents or trespassers. Nothing herein shall relieve Operator of its general duty to cooperate with the County in ascertaining the source and, containing, removing and abating any Materials at the Airport. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Operator, and the federal, state, local and other County agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter any premises used by Operator at the Airport for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.
- 16.27.10 The provisions of this section shall survive the expiration or other termination of this Agreement.
- 16.27.11 The Operator hereby agrees that, the County shall have the right to require Operator to conduct an end-of-contract environmental assessment and facility inspection.
- 16.28 Public Entity Crimes Act. Operator represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of the Agreement and recovery of any monies paid by County hereto, and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Operator further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the

amount of money involved or whether Operator has been placed on the convicted vendor list.

- 16.29 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 work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Operator shall serve as Operator's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the Term of this Agreement.
- 16.30 Incorporation of Proposal Documents. The RFP issued by the County and response of Operator to the RFP, including all documents submitted by Operator to County for evaluation in the award process pursuant to which the services represented by this Agreement was awarded to Operator, is hereby incorporated by reference into this Agreement and made a part hereof (the RFP and all documents filed by Operator in response thereto are called collectively, "Proposal Documents"). Operator shall be bound by all terms, conditions, representations, and commitments contained in the Proposal Documents. In the event Operator shall fail to abide by and comply with any of the terms, conditions, representations, or commitments contained in the Proposal Documents, then, at the option of County, such failure shall be deemed a default of this Agreement. In the event of any conflict between this Agreement and the Proposal Documents, this Agreement shall prevail.

## ARTICLE XVII MISCELLANEOUS

- 17.1 It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Operator that County and County's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as is expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by Operator against County for, and County shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or parol agreement with County being expressly waived by Operator.
- 17.2 If the County incurs any expense in enforcing the terms of this Agreement, whether suit be brought or not, Operator agrees to pay all such costs and expenses including, but not limited to court costs, interest and reasonable attorneys fees and costs, through all trial, appellate, post-judgment and bankruptcy proceedings.
- 17.3 This Agreement is binding at execution. The individuals executing this Agreement on behalf of Operator personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.



- 17.4 All approvals and consents required to be obtained hereunder must be in writing to be effective.
- 17.5 All rights and remedies of County hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Operator agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 17.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.7 Operator covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any right created hereby or take any other action described by Article X hereof, without the prior written consent of the County, contained in a written document executed with the same formality and of equal dignity herewith.
- 17.8 No modification, extension, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed by both parties with the same or similar formality as this Agreement.
- 17.9 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 Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

- 17.10 The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein; and, having so done, do hereby execute this Agreement as of the day and year set forth below. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto.
- 17.11 All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section, unless the reference is made to a particular subsection or subparagraph of such section. Captions and section headings used in this Agreement are for the convenience of reference of the parties and shall not be deemed to limit or in any way affect the meaning of any of the provisions of this Agreement.
- 17.12 Visual Artists Rights Act. With respect to construction or installation of any improvements on Airport premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 U.S.C. Sections 106A and 113, as it may be amended from time to time (the "Act"), Operator agrees that it shall not (1) hire any artist or permit any agent, contractor, or other party, to hire any artist for the purpose of installing or incorporating any work of art into or at any Airport premises, or (2) permit the installation or incorporation of any work of art into or at any Airport premises without the prior written approval of the County. Operator shall provide such documentation as the County may request in connection with any such approval, which approval may be withheld by the County for any reason. Any approval of the County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to the County.
- 17.13 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.
- 17.14 Any and all reports and other data and documents provided to County by Operator in connection with this Agreement are and shall remain the property of County.
- 17.15 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles I through XVII of this Agreement shall prevail and be given effect.

- 17.16 In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.
- 17.17 Living Wage Requirement. To the extent Operator is a "covered employer" within the meaning of Section 26-102, Broward County Code of Ordinances ("Living Wage Ordinance"), Operator shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Operator shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. Operator 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 and satisfy, comply with, and complete all of the obligations set forth therein. This Agreement is subject to the requirements of the United State Department of Transportation's regulations, 49 CFR Part 23 and 49 CFR Part 26, and the provisions hereof shall be construed so as not to conflict with any provision of such federal regulations.
- 17.18 Throughout the Term of this Agreement, the Operator shall keep fully informed of all federal, state, County and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing. The Operator shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Agreement.
- 17.19 Truth-in-Negotiation Certificate. Execution of this Agreement by Operator shall act as the execution of a truth-in-negotiation certificate stating that wage rates, unit costs and any other material representations supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates, unit costs, or any other material representations. All such contract adjustments shall be made within one (1) year following the end of this Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work, whichever is later.
- 17.20 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent Operator is a Contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, Operator and its subcontractors shall:

- 17.20.1 Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- 17.20.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 17.20.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 17.20.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

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

17.21 Materiality and Waiver of Breach.

- 17.21.1 County and Operator agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 17.21.2 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.

17.22 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

17.23 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by

reference and a term, statement, requirement, or provision of Articles I through XVII of this Agreement, the term, statement, requirement, or provision contained in Articles I through XVII of this Agreement shall prevail and be given effect.

17.24 No Interest.

17.24.1 Payment of Interest. Unless required by the Broward County Prompt Payment Ordinance, any monies which are the subject of a dispute regarding this Agreement and which are not paid by County when claimed to be due shall not be subject to interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Operator waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. All requirements inconsistent with this provision are hereby waived by Operator.

17.24.2 Rate of Interest. In any instance where the prohibition or limitations of Section 17.24 are determined to be invalid or unenforceable, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

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

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AGREEMENT BETWEEN BROWARD COUNTY AND KEOLIS TRANSIT AMERICA, INC.,  
FOR AIRPORT SHUTTLE BUS SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD  
INTERNATIONAL AIRPORT, RFP #R1122905P1

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 \_\_\_\_\_ day of \_\_\_\_\_, 2014, and KEOLIS TRANSIT AMERICA, INC., signing by and through its representative duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

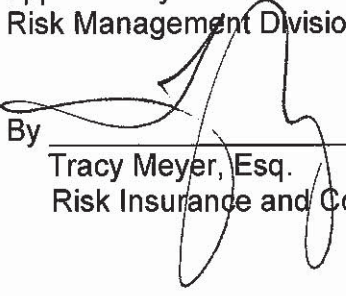
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners


By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2014

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By  \_\_\_\_\_ 4.8.14  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

By  \_\_\_\_\_ 4/8/14  
Robert L. Teitler (Date)  
Assistant County Attorney

By  \_\_\_\_\_  
Christine C. Lee (Date)  
Senior Assistant County Attorney

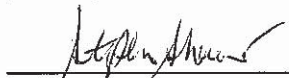
RLT/lg  
Airport Shuttle Bus and Other Transportation  
01/27/2014  
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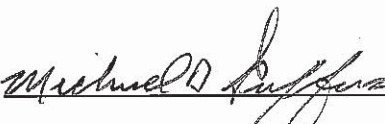
AGREEMENT BETWEEN BROWARD COUNTY AND KEOLIS TRANSIT AMERICA, INC.,  
FOR AIRPORT SHUTTLE BUS SERVICES AT THE FORT LAUDERDALE-HOLLYWOOD  
INTERNATIONAL AIRPORT, RFP #R1122905P1

OPERATOR

Keolis Transit America, Inc.,  
a Delaware corporation

ATTEST:

  
\_\_\_\_\_  
Secretary

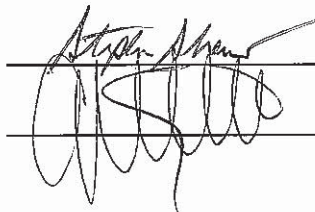
By:   
\_\_\_\_\_  
Michael D Gross  
Print Name

Title: PRESIDENT + CEO

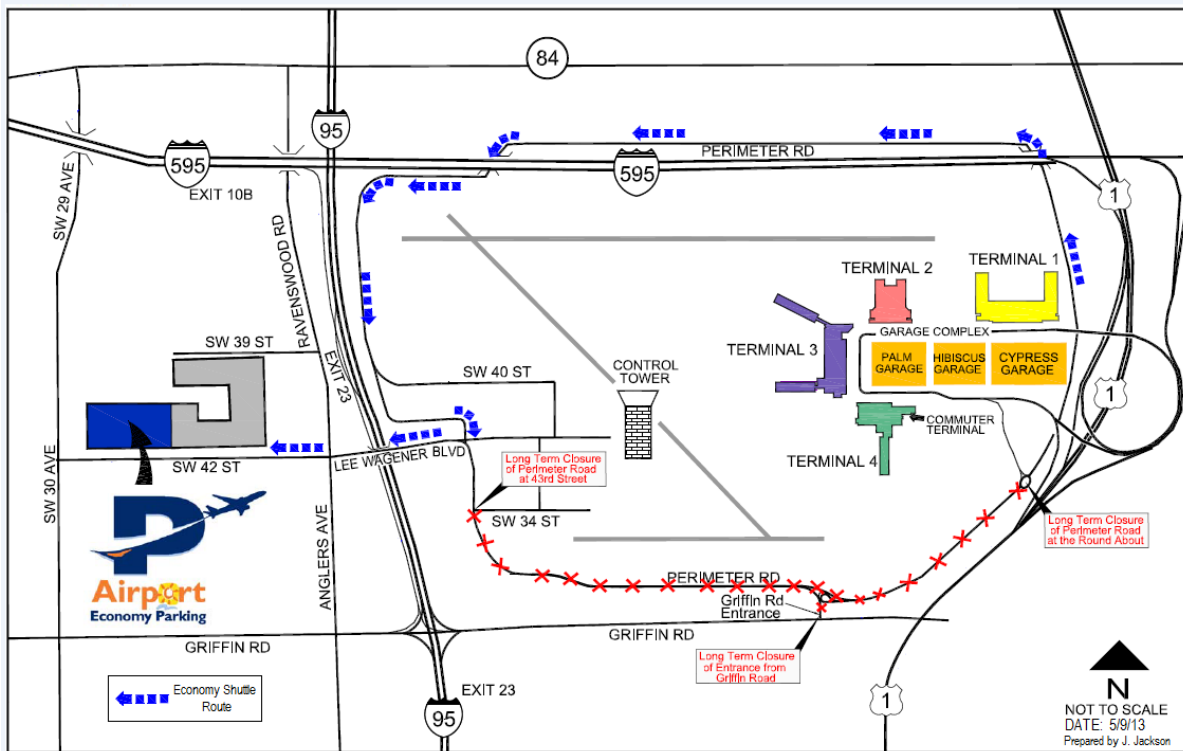
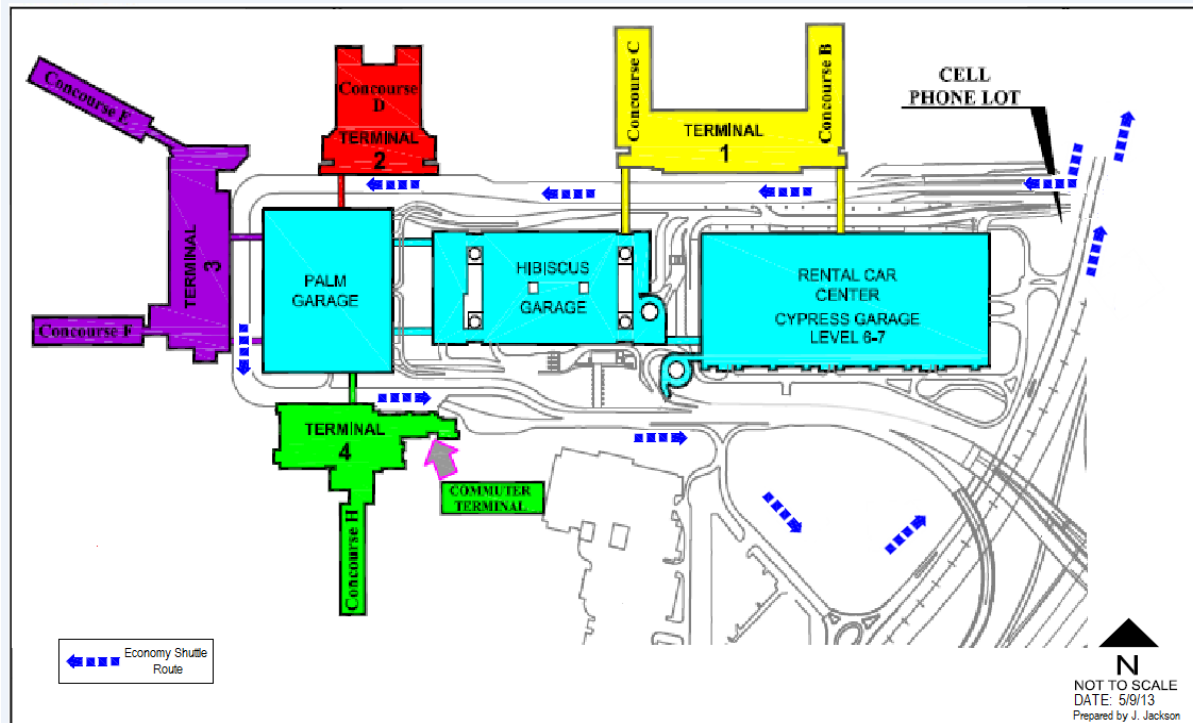
(CORPORATE SEAL)

3<sup>rd</sup> day of April, 2014

WITNESS:

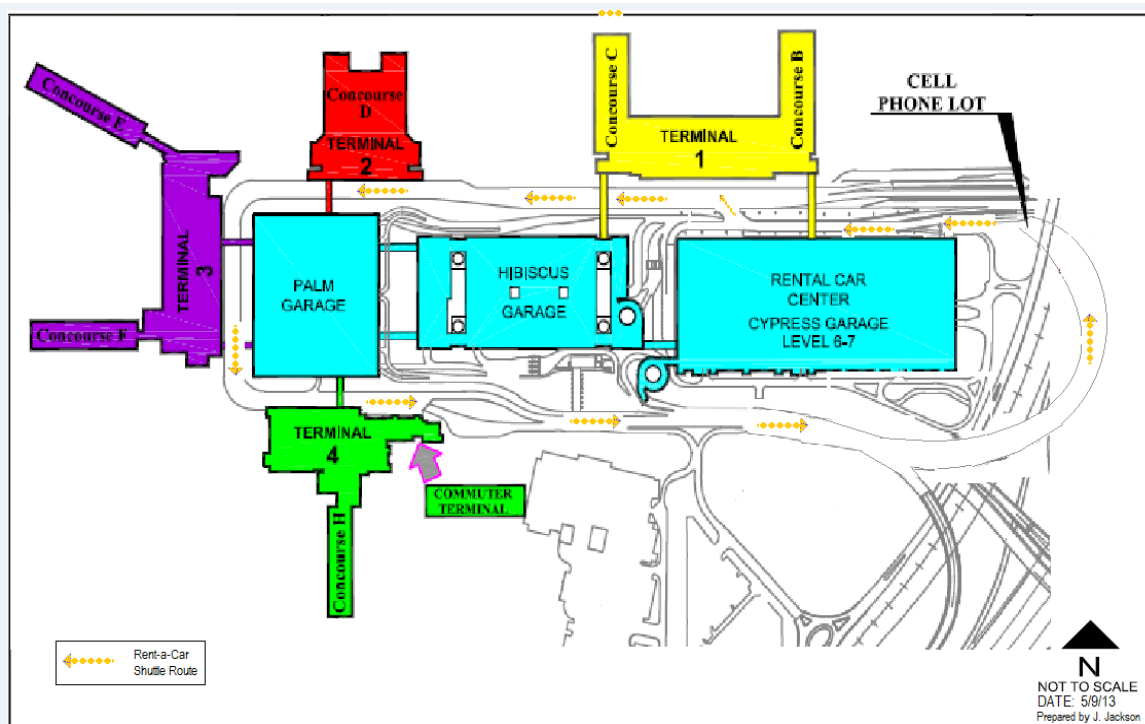
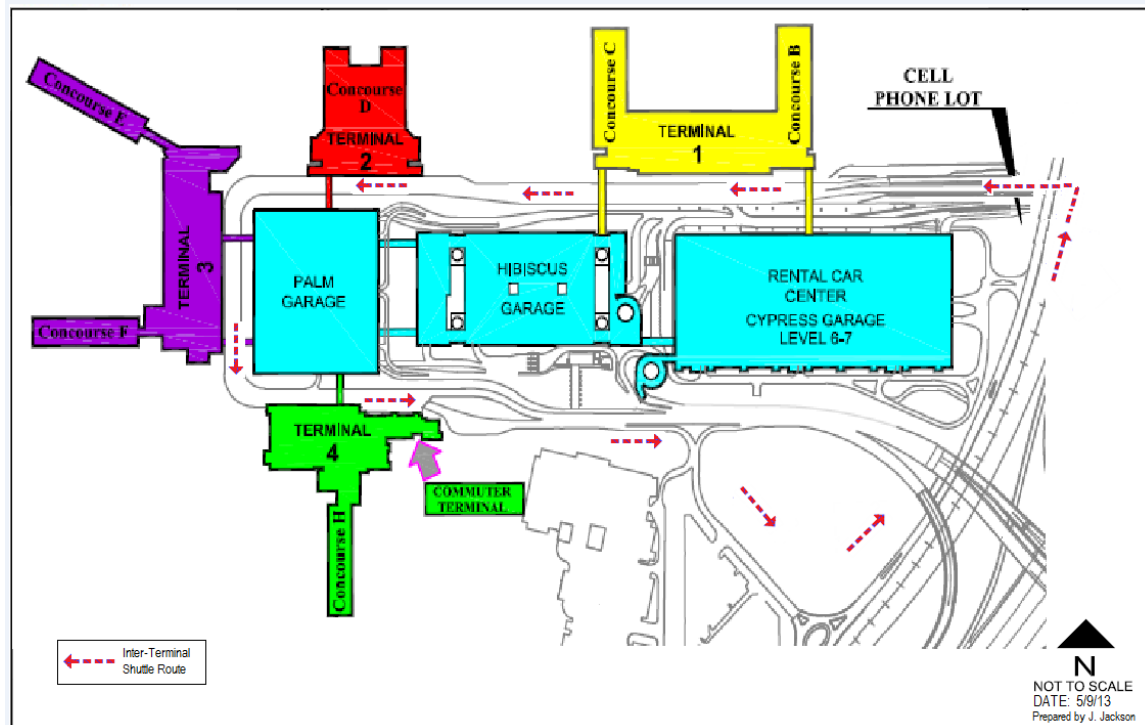
  
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# **EXHIBIT A** **SHUTTLE ROUTES, PARKING FACILITIES, ON-SITE OPERATION AREA**

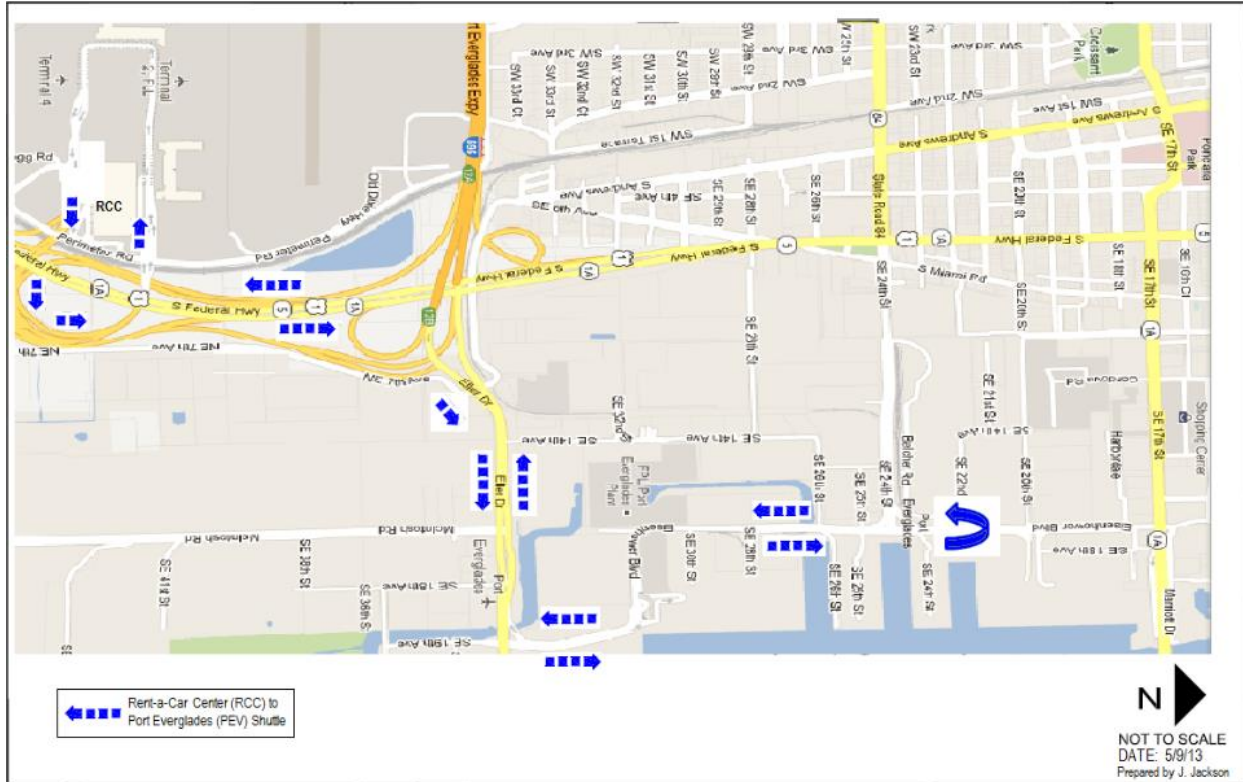




# **EXHIBIT A CONTINUED** **SHUTTLE ROUTES, PARKING FACILITIES, ON-SITE OPERATION AREA**



# **EXHIBIT A CONTINUED** **SHUTTLE ROUTES, PARKING FACILITIES, ON-SITE OPERATION AREA**



**EXHIBIT B**  
**HEADWAY TIMES**

The Operator shall schedule sufficient number of buses and trams and coordinate their positions throughout the routes to meet passengers demand and maintain maximum passenger wait times as follows:

REMOTE LOTS	15	MINUTES
GARAGE TRAM ROUTE	8	MINUTES
RENTAL CAR CENTER	10	MINUTES
INTER-TERMINAL ROUTE	15	MINUTES

\*The maximum passenger wait times may be adjusted upon written notice by the Aviation Department's Director of Operations during periods of idle passenger activity, to the overnight hours of the shuttle/tram operations.

**EXHIBIT C**  
**LEASED VEHICLES SPECIFICATIONS AND NUMBERS**  
**CORE BUS FLEET**

VEH #	YEAR	MAKE	MODEL	VIN
366	2004	TRAMS	TRAM	1T9P634D24B703129
369	1999	EVI TRAILER	TRAM	1S9TH34D3XC143837
370	1999	EVI TRAILER	TRAM	1S9TH34D9XC143839
371	1999	EVI TRAILER	TRAM	1S9TH34D5XC143840
375	2004	TRAMS	TRAM	1T9P634D24B703146
376	2004	TRAMS	TRAM	1T9P634D25B703150
VEH #	YEAR	MAKE	MODEL	VIN
441	2006	ELDORADO	HYBRID	1N9APAE346C084002
442	2006	ELDORADO	HYBRID	1N9APAE366C084003
443	2006	ELDORADO	HYBRID	1N9APAE386C084004
444	2006	ELDORADO	HYBRID	1N9APAE3X6C084005
445	2006	ELDORADO	HYBRID	1N9APAE316C084006
VEH #	YEAR	MAKE	MODEL	VIN
501	2004	Eldorado	AXESS LF	1N9APAC865C084001
502	2004	Eldorado	AXESS LF	1N9APAC885C084002
503	2004	Eldorado	AXESS LF	1N9APAC8X5C084003
504	2004	Eldorado	AXESS LF	1N9APAC815C084004
505	2004	Eldorado	AXESS LF 40	1N9APAC835C084005
506	2004	Eldorado	AXESS LF	1N9APAC855C084006
507	2004	Eldorado	AXESS LF	1N9APAC875C084007
508	2004	Eldorado	AXESS LF	1N9APAC895C084008
509	2004	Eldorado	AXESS LF	1N9APAC805C084009
510	2004	Eldorado	AXESS LF	1N9APAC875C084010
511	2004	Eldorado	AXESS LF	1N9APAC895C084011
512	2004	Eldorado	AXESS LF	1N9APAC805C084012
513	2004	Eldorado	AXESS LF	1N9APAC825C084013
514	2004	Eldorado	AXESS LF	1N9APAC845C084014
515	2004	Eldorado	AXESS LF	1N9APAC865C084015
516	2004	Eldorado	AXESS LF	1N9APAC885C084016

**EXHIBIT C CONTINUED**  
**LEASED VEHICLES SPECIFICATIONS AND NUMBERS**  
**CORE BUS FLEET**

VEH #	YEAR	MAKE	MODEL	VIN
517	2004	Eldorado	AXESS LF	1N9APAC8X5C084017
518	2004	Eldorado	AXESS LF	1N9APAC815C084018
519	2004	Eldorado	AXESS LF	1N9APAC835C084019
520	2004	Eldorado	AXESS LF	1N9APAC8X5C084020
521	2004	Eldorado	AXESS LF	1N9APAC815C084021
522	2004	Eldorado	AXESS LF	1N9APAC835C084022
523	2004	Eldorado	AXESS LF	1N9APAC855C084023
524	2004	Eldorado	AXESS LF	1N9APAC875C084024
525	2004	Eldorado	AXESS LF	1N9APAC895C084025
526	2004	Eldorado	AXESS LF	1N9APAC805C084026
527	2004	Eldorado	AXESS LF	1N9APAC845C084027
VEH #	YEAR	MAKE	MODEL	VIN
701	2004	Eldorado	AXESS LF	1N9APAC8X5C084048
706	2004	Eldorado	AXESS LF	1N9APAC835C084053
708	2004	Eldorado	AXESS LF	1N9APAC875C084055
709	2004	Eldorado	AXESS LF	1N9APAC825C084058
VEH #	YEAR	MAKE	MODEL	VIN
711	2004	Eldorado	AXESS LF	1N9APAC895C084056
713	2004	Eldorado	AXESS LF	1N9APAC805C084060
714	2004	Eldorado	AXESS LF	1N9APAC825C084061
715	2004	Eldorado	AXESS LF	1N9APAC885C084062
VEH #	YEAR	MAKE	MODEL	VIN
C1	2008	CONTRAC	AIRFIELD BUS	VS96985400A173010
C2	2008	CONTRAC	AIRFIELD BUS	VS96985400A173043
C3	2012	CONTRAC	AIRFIELD BUS	VS96985410A172430
C4	2012	CONTRAC	AIRFIELD BUS	VS96985410A172431

**EXHIBIT D**  
**VEHICLE SPECIFICATIONS AND NUMBERS, HOURLY EXPENSE**  
**SUPPLEMENTAL BUS FLEET**

The Supplemental Bus Fleet shall consist of vehicles in varying sizes from vans to full size passenger coach buses. Vehicles used in the Supplemental Bus Fleet may be owned by Broward County or may be Operator owned, leased, or hired and must meet the following minimum specifications:

1. Unless otherwise agreed to, in writing, by the Aviation Department, van-type vehicles shall be no more than two (2) model years old and /or 100,000 actual odometer miles.
2. Unless otherwise agreed to, in writing, by the Aviation Department, supplemental buses shall not be more than five (5) model years old and shall not have in excess of 200,000 actual odometer miles.

The Operator shall replace any equipment which becomes unserviceable (i.e. unsafe, poor performance or appearance) during the contract term and any extensions hereto. Title to said equipment shall vest with the Operator (unless leased or hired) and there shall be no capital equipment charge payable and there shall be no purchase or buyback of the equipment from Operator by the County, or by a successor Operator at the end of contract term, or upon termination of this contract.

Unless otherwise agreed to, in writing, by the Aviation Department, when required to use vehicles from the Supplement Bus Fleet, the Operator shall first utilize the County owned vehicles identified below. The Operator will invoice Broward County, while utilizing the County owned vehicles, at the applicable hourly billing rate identified in Section 5.2 of the Agreement.

VEH #	YEAR	MAKE	MODEL	VIN
703	2004	Eldorado	AXESS LF	1N9APAC885C084050
707	2004	Eldorado	AXESS LF	1N9APAC855C084054
712	2004	Eldorado	AXESS LF	1N9APAC845C084059
702	2004	Eldorado	AXESS LF	1N9APAC8X5C084051
710	2004	Eldorado	AXESS LF	1N9APAC805C084057

The reimbursable rates and charges for all other vehicles used by Operator in the Supplement Bus Fleet shall be limited to the following rates and charges:

Type	Seats	Hourly Rate 4 hour minimum
Van	Up to 13	\$40.00/hour
Mini-Bus	Up to 23	\$48.00/hour
Mid-Size	Up to 33	\$55.00/hour
Type	Seats	Hourly Rate 3 hour minimum
Motorcoach	Up to 49	\$100

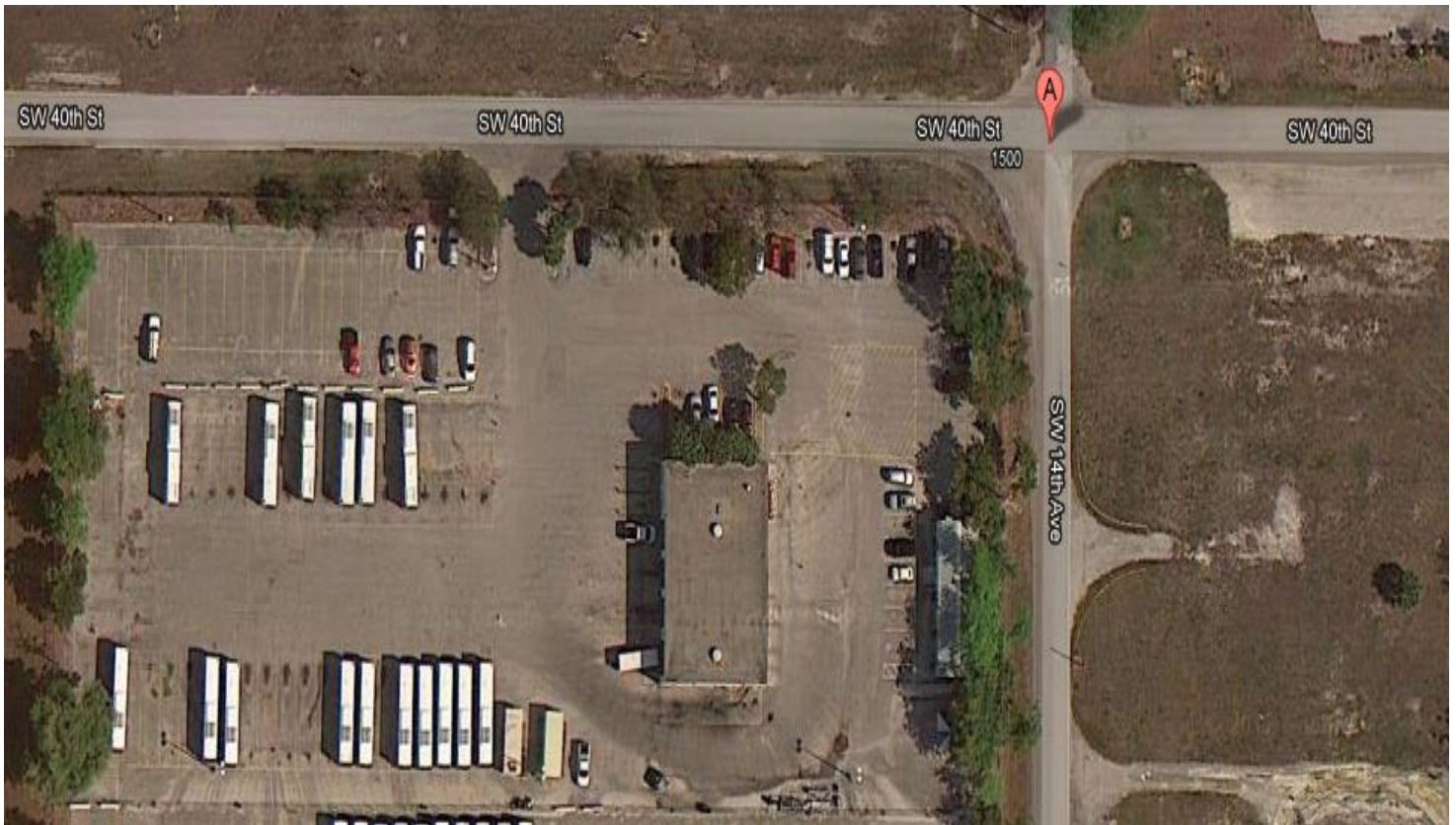
**EXHIBIT E**  
**KEY STAFF**

**[PROPOSER WILL SUBMIT]**

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**EXHIBIT F**  
**MAINTENANCE AREA**





**EXHIBIT G**  
**MANAGEMENT AND OPERATING PLAN**

- A. Human Resources – To encompass at a minimum:
  - 1. Employment hiring and practices
  - 2. Employee policies
  - 3. Pay and Benefits
  - 4. Training and Orientation
  - 5. Bus Operator Training
  - 6. Payroll and Employee Records
  - 7. Job Descriptions
- B. Management Plan – To encompass at a minimum:
  - 1. Organizational Charts
  - 2. Employee Rosters
  - 3. Work Schedules
  - 4. General Policies and Procedures Handbook
- C. Standard Operating Procedures – To encompass at a minimum:
  - 1. Operator (Driver) duties
  - 2. Maintenance supervisor duties
  - 3. Maintenance personnel duties
  - 4. Radio Dispatch Duties
  - 5. Shift Supervisors Duties
  - 6. Administrative Duties
  - 7. Quality Control
- D. Contingency Planning – To encompass at a minimum:
  - 1. Emergency Plans
  - 2. Holiday Plans
  - 3. Vehicle down time
  - 4. Route changes
- E. Safety – To encompass at a minimum:
  - 1. Safety Plan and Training
  - 2. Accident prevention
  - 3. Reports and procedures
- F. Vehicle Maintenance – To encompass at a minimum:
  - 1. Equipment standards
  - 2. ASC certified maintenance supervisor duties
  - 3. ASC certified mechanics duties
  - 4. Preventive maintenance program
  - 5. Environmental maintenance program

**EXHIBIT G**  
**MANAGEMENT AND OPERATING PLAN CONTINUED**

6. Fueling program
7. Repair maintenance program
8. Definitive rates and charges for all repairs for all types of repairs.
9. Repair work order program which includes documentation for all repairs and charges
10. Invoicing program that allows positive tracking and documentation.
11. Electronic tracking system for maintenance and service of each vehicle in the fleet.
12. Electronic tracking capabilities for the Aviation Department

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS**



AVIATION DEPARTMENT - Fort Lauderdale/Hollywood International Airport  
 100 Aviation Boulevard • Fort Lauderdale, Florida 33315 • 954-359-6100

10/2/11  
 APD REVIEW:  
 Dickson, J. Dickson 10/3/11  
 SIVIERI, J. SIVIERI 10/2/2011  
 WILLIAMS, J. WILLIAMS 10/2/11

received  
 9/26/11 by CBP

**Fort Lauderdale-Hollywood International**  
**Airport**

**Hardstand Procedures for Domestic and**  
**International Arrivals**



Note: The following procedures are not intended to increase gate or passenger capacity at Fort Lauderdale-Hollywood International Airport (FLL). The hardstand operation is to assist in an emergency or reduced gate capacity due to construction.

Broward County Board of County Commissioners  
 Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Chip LaMarca • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Barbara Sharief • Lois Wexler  
[www.broward.org](http://www.broward.org)

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

1800 Eller Drive, Suite 300  
Fort Lauderdale, FL 33316



**U.S. Customs and  
Border Protection**

OCT 04 2011

Mr. Kent George, A.A.E.  
Director of Aviation  
Broward County Aviation Department  
Ft Lauderdale/Hollywood International Airport  
100 Aviation Boulevard  
Fort Lauderdale, FL 33315

Re: Hardstand Procedures for Domestic and International Arrivals

Dear Mr. George:

Customs and Border Protection (CBP) has reviewed the updated Hardstand Procedures submitted on September 26, 2011, wherein Broward County Aviation Department (BCAD) has incorporated our suggested parameters and implementation conditions. At this time, CBP finds that you have addressed our initial concerns the security of the flights arriving internationally and the efficient processing of passengers during the approved use of the Hardstand. Therefore, CBP is issuing a conditional approval for your plan.

However, it should be noted that this approval is contingent upon a successful passing of a post start-up review. It is CBP's intent to further review and evaluate the procedures set forth in the proposed plan once in operation to ensure that there are no security vulnerabilities that may be exploited.

The priority mission of CBP is homeland security. For the border agency charged with managing, securing, and controlling the nation's border, that means the CBP priority mission is to prevent terrorists and terrorist weapons from entering the United States. An important aspect of this mission involves improving security throughout the complete inspections process, while facilitating legitimate trade and travel.

I am looking forward to furthering our mutual goals of strengthening the security and improving efficiencies at Fort Lauderdale-Hollywood Airport. If you have any questions, please contact me at (954) 761-2001 or have a member of your staff contact Assistant Port Director Jon Dickson at (954) 761-2014.

Sincerely,

  
Jorge L. Rorig  
Port Director

Port Everglades & Ft. Lauderdale/Hollywood International Airport

cc: Michael Nonnemacher, Director of Operations

## **EXHIBIT H**

### **HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL ARRIVALS CONTINUED**

#### **I. HARDSTAND OPERATION**

Fort Lauderdale-Hollywood International Airport (FLL), maintains buses to transport passengers between terminals and remote aircraft parking (hardstands). During times of limited gate capacity or during aircraft emergencies, FLL Airport Operations Communications Center (AOCC) Gate Control will assign an arriving aircraft to a remote parking area. Passengers will be transported from and/or to the aircraft via COBUS.

Below is a brief description of Broward County Aviation Department (BCAD) standards and requirements for COBUS Operations:

- BCAD requires an airline representative to be present during all hardstand operations.
- BCAD will supply the COBUS and wheelchair lift for passengers with disabilities.
- Airlines will supply air-stairs to disembark/embark an aircraft.
- The maximum capacity of each COBUS is 110 passengers, they are equipped with six doors, three on each side with wheel chair access.
- BCAD requires a guide person (wing walker type with reflective vest and lit wands for night operations) present during the movement of the bus to/from the terminal and to /from aircraft.
- Due to the operator's limited visibility, all vehicles must yield to buses at all times.
- No smoking, eating or drinking will be permitted in the bus.

The bus operator must advise BCAD AOCC of lost items, property damage, or personal injury involving a bus operation.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**REMOTE PARKING HARDSTAND**

The BCAD ramp has a total of sixteen (16) available remote parking positions, depending on the size of the aircraft capable of handling arrival and departure flights utilizing a COBUS. Remote parking is available at: Golf Remote, Hotel Remote, Terminal Remote and Quebec Remote.

**COBUS 3000**

FLL has two COBUSes available for hardstand operation. The COBUSES are fully climate controlled airfield buses each with maximum capacity of 110 passengers. The buses feature three extra-wide doors and ride low to the ground for ease of boarding and exiting. The buses play automated arrival and departure announcements to provide passengers with instructions and helpful information for when they reach either the terminal or the aircraft.





**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



**International Arrivals Announcements**

"Welcome to Fort Lauderdale-Hollywood International Airport. In a few moments you will be arriving at the Federal Inspection Services building, you will be exiting the bus and entering the United States Customs and Border Protection (Passport Control). In order to make your transit through the terminal as quick as possible, please have your travel documents completed and available when you enter the Passport Control area. Please remember to declare all fruits, vegetables, plants, seeds, or food products to Customs and Border Protection personnel for inspection as well as to declare if you have visited a farm or been near farm animal. Failure to do so may result in monetary penalties. Upon entering the Federal Inspection Services building, the usage of cell phones, cameras, video equipment, or any other electronic devices is strictly prohibited.

In the baggage claim area, for your convenience, there are baggage carts free of charge available to move baggage.

Upon exiting the Federal Inspection Services building, if you are connecting to another flight on American, JetBlue, and or Spirit, the baggage recheck counters are located immediately to your right. Follow the signs for other airlines, hotels, car rentals and ground transportation. Currency exchange and other services are available immediately outside the Customs exit. If you any have questions or require any assistance, look for your airline representative.

We hope that your travels through Fort Lauderdale-Hollywood International Airport are most enjoyable and hope you enjoy your time in sunny South Florida or wherever your destination may be."

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**Domestic Arrivals Announcements**

"Welcome to Fort Lauderdale-Hollywood International Airport. In a few moments you will be arriving at the terminal building. Once you exit the bus, please proceed to the Baggage Claim Area, which will lead you to the arrivals area and terminal exit. Please be sure to take your travel documents and personal belongings with you prior to leaving the bus.

We hope that your travels through Fort Lauderdale-Hollywood International Airport are most enjoyable and hope you enjoy your time in sunny South Florida or whatever your destination may be."

**All Departures Announcements**

"Welcome Aboard! Once we have all of the passengers on board, we will be transporting you directly to your aircraft. Prior to leaving the bus, please make sure that you have your travel documents as well as all your belongings. We hope you have a pleasant flight and that your experience in South Florida was a pleasant one."

**Wheelchair Lift**

BCAD provides wheelchair lift vehicle for the air carriers to accommodate passengers with disabilities that are unable to board the COBUS or the aircraft at the hardstand location.



## **EXHIBIT H**

### **HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL ARRIVALS CONTINUED**



## **II. PERSONNEL AND SCOPE OF RESPONSIBILITIES**

This section identifies key personnel involved in remote hardstand flight operations and details the scope of responsibility for each.

<b>Company</b>	<b>Position</b>	<b>Function</b>
BCAD	Operations Manager	Responsible for the overall management of airside operations, including hardstand movements.
BCAD	AOCC Gate Control	Allocates gate, hardstand, and equipment resources, performs apron control
BCAD	Security	Monitors operation for safety and security, controls access between AOA and terminal.
Airline	At FIS	Airline representative will monitor the Passport Control entrance during international arrivals and

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

		assists passengers in the Passport Control area with their documentation.
BCAD	BCAD Operations (OPS)	Coordinates ramp activity
Bus Operator	Bus Operator	Operates COBUS. Staff levels depend on daily bus demand.
Airline	Bus Operation	Minimum of one airline representative must be present on each bus to coordinate passenger movements.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



Call signs for buses are "Charlie One", "Charlie Two", etc. depending on bus letter designation.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**III. GENERAL OPERATING PROCEDURES**

This section outlines procedures to be followed during remote hardstand operations and details operating standards for elements of the operation. Times provided are estimates based on ideal conditions and should be used as a standard for performance evaluation and planning. Operating variables (i.e., passenger loads, additional screening requirements, equipment/staffing availability, weather, etc.) should always be taken into consideration.

**REMOTE HARDSTAND OPERATION**

**International Arrivals**

**1. Parameters and Conditions of International Hardstand Operation**

- a. International Hardstand Operation may only be activated when extenuating circumstances cause a loss of one or more of six functioning international gates. Such circumstances include planned gate construction.
- b. International Hardstand Operation may be constraint due to CBP allowable limit of 700 passengers per hour into the Federal Inspection Station.
- c. CBP requires notification to the CBP Command Center at least two hours prior to arrival of aircraft utilizing the Hardstand Procedure. Notification to the Command Center will be made telephonically at 954-634-1930.
- d. Domestic aircraft shall not be located in the International Hardstand Position. Airlines must contact CBP prior to moving aircraft from the International Position to a Domestic Position. (e.g., an arriving aircraft from an international location has an onward domestic departure). Notification to CBP will be made by calling the CBP Command Center.
- e. Only one International Hardstand flight operation will be conducted at any given time. A Hardstand operation will not be considered complete until a CBP Chief has authorized release of the aircraft.
- f. Should Hardstand Procedure be utilized for an International departure, CBP will be advised no less than one hour prior to boarding and must give approval prior to boarding.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

- g. CBP will consider the COBUS used as part of the Hardstand operations has an extension of the arriving international flight. CBP will require that a company under a current compliance agreement with CBP ensure that the bus or buses used to transport international passengers to the FIS be free of any international garbage immediately upon completion of passenger transport to the FIS per flight. BCAD will provide an additional International Garbage receptacle at the location of the Hardstand.
- h. All airport employees (e.g., airlines, BCAD, COBUS drivers) that work in the Hardstand location and on the COBUS will require CBP seals.
- i. All baggage being transported to the Terminal from a single aircraft located in a Hardstand Position must be transported concurrently to the Terminal

**2. Pre-Arrival**

- a. Airline will provide to AOCC Gate Control flight information (flight number, arriving from, passenger count, and estimated arrival time).
- b. AOCC Gate Control will notify all personnel (BCAD, CBP, etc.) as soon as hardstand operations are confirmed, (Airline and flight number, origin, passenger count, estimated arrival time, and hardstand position), and will log all information and who was notified, accordingly.
- c. COBUS will meet airline representative at a designated location to be escorted to the hardstand position (minimum of one per bus).
- d. COBUS and Air-Stairs (wheelchair lift if necessary) will be staged at arrival hardstand position.
- e. CBP and BSO LEO will ensure the bus is sterile and remains sterile throughout the operations.

**3. Arrival**

- a. Air-Stairs will be placed by the aircraft and bus will be positioned with center doors abeam to Air-Stairs.
- b. Air-Stairs will be attached to the aircraft after the aircraft blocks in and is safe to dock the Air-Stairs.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

- c. Airline representative boards the aircraft to assist passengers deplaning and gathering special services information.
- d. Passengers will deplane the aircraft and board the bus.
- e. BCAD Operations (OPS) advises AOCC that bus is en-route to the Federal Inspection Services building (FIS).
- f. AOCC will notify CBP of first bus en route to Passport Control.
- g. The bus will park next to the International Commuter airlines entrance.
- h. First group of passengers exit bus into Passport Control escorted by the airline representative.
- i. If multiple trips are needed repeat steps (d) through (i) above.

**4. When Offload Is Completed**

- a. BCAD OPS will advise AOCC that deplaning is completed.
- b. AOCC will advise CBP that all passengers and flight crew are off the aircraft and en route to FIS.
- c. BCAD OPS advises AOCC when all passengers and airline representatives have entered Passport Control.
- d. Air-Stairs (and wheelchair lift) will be disconnected and repositioned to parking.

**Domestic Arrivals**

**1. Pre-Arrival**

- a. Gate Control notifies all personnel (BCAD, Airlines, TSA , etc.) as soon as a hardstand arrival operation is confirmed including hardstand position number, passenger count, and estimated arrival time, and will log all information and who was notified, accordingly.
- b. COBUS will stage and depart Gate with airline representative (minimum of one per bus).

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

- c. Buses and Air-Stairs (and wheelchair lift, if necessary) are staged at arrival hardstand.

**2. Arrival**

- a. Air-Stairs will be parked by the aircraft; bus will be positioned with center doors abeam to Air-Stairs.
- b. Air-Stairs will be attached to the aircraft after the aircraft blocks in and is safe to dock the Air-Stairs to aircraft.
- c. First group of passengers disembark aircraft and board the bus with airline representative.
- d. Airline representative will call AOCC to disarm Security Identification Display Area (SIDA) access door. AOCC will notify BCAD OPS that the airline is ready to board the COBUS. Airline will be responsible for staffing the SIDA access door at all times.
- e. Bus will park at the pre-determined Terminal Building induction.
- f. First group of passengers exit bus into the Terminal Building escorted by airline representative.

**3. When Offload Is Completed**

- a. Airline representative will call AOCC to secure SIDA access door.
- b. Air-Stairs (and wheelchair lift if used) will be disconnected and repositioned to a parking location.

**REMOTE DEPARTURE OPERATION**

**1. Pre-Boarding**

- a. As soon as a remote departure operation is confirmed, Operations Supervisor contacts airline operations for passenger count, estimated boarding time.
- b. Prior to estimated boarding time, Air-Stairs (and wheelchair lift, if necessary) will be staged at the remote. Flight crew will be transported to aircraft via COBUS.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

- c. COBUS operator will advise Airside Supervisor or Duty Operations Supervisor via radio the call sign of the bus to be used for the operation. Prior to the hardstand operation, bus must be cleared by Broward Sheriff's Office (BSO), BCAD will, prior to any bus being placed into service, physically search the interior of the bus to ensure that it is clear of prohibited items.

**2. Boarding**

- a. Airline representative will call AOCC to disarm Security Identification Display Area (SIDA) access door. AOCC will notify BCAD OPS that the airline is ready to board the COBUS. Airline will be responsible for staffing the SIDA access door at all times.
- b. Airline representative will be responsible for maintaining safety of passengers and maintaining the security of the SIDA access door.
- c. First group of passengers will board the bus.
- d. When the bus arrives at hardstand, the center door of bus should be aligned with the Air-Stairs.
- e. Passengers will board aircraft.
- f. Airline representative will call AOCC to secure SIDA access door when boarding is completed.

**PASSENGER DROP OFF LOCATIONS**

**1. Domestic Passenger Drop Off**

**Terminal 1 Drop-off Location**



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- COBUS approaches Terminal 1 while maintaining visual awareness.



- COBUS guided into the drop off area by "wing walkers".

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- COBUS parked at the drop off point and passengers disembark.



- Passengers will be escorted to the baggage claim area access door.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers walk through hallway to the baggage claim area access door.



- Passengers walk on path way to exit door to enter baggage claim area in Terminal 1. Tug drive will be closed during the operation.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers will enter through door T1-110.



- Passengers enter baggage claim area.

Note: When passengers/crew are offloaded from COBUS, "wing walker" and COBUS driver must maintain visual awareness when guiding COBUS in/out of drop off area.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**Terminal 2 Drop-off Location**



- COBUS approaches the drop off area in Terminal 2 guided to drop off area by "wing walker" while maintaining visual awareness.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

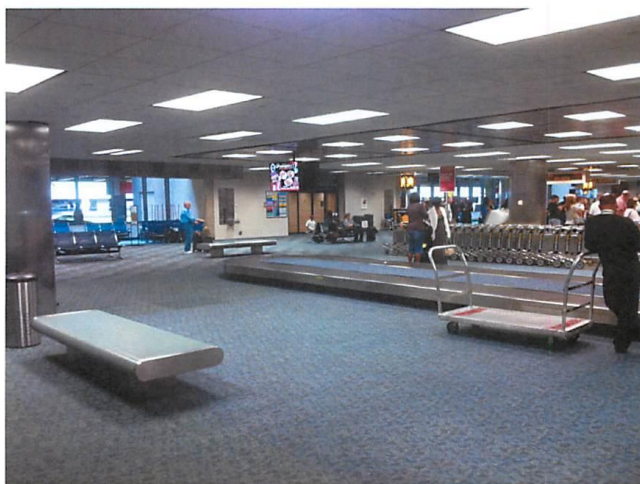


- Passengers will be escorted to the baggage claim area through access door T2-103. Tug drive will be closed during the operation.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers will be escorted to the baggage claim area through access door T2-103.



- Passengers in the baggage claim area.

Note: When passengers/crew are offloaded from COBUS, "wing walker" and COBUS driver must maintain visual awareness when guiding COBUS in/out of drop off area.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**Terminal 3 Drop-off Location**



- COBUS approaches the drop off area in Terminal 3 guided to drop off area by "wing walker" while maintaining visual awareness.





**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers will be escorted to the baggage claim area through access door T3-106. Tug drive will be closed during the operation.



- Passengers will be escorted to the baggage claim area through access door T3-106.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers in the baggage claim area.

Note: When passengers/crew are offloaded from COBUS, "wing walker" and COBUS driver must maintain visual awareness when guiding COBUS in/out of drop off area.

**Terminal 4/Commuter Drop-off Location**



- COBUS approaches Terminal 4 keeping visual awareness.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- COBUS guided into the drop off area by "wing walkers".



- Passengers will be escorted to the baggage claim area through access door T4-113. Tug drive will be closed during the operation.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers will be escorted through door T4-113.



- Passengers enter the Commuter Terminal.

Note: When passengers/crew are offloaded from COBUS, "wing walker" and COBUS driver must maintain visual awareness when guiding COBUS in/out of drop off area.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

**2. International Passenger Drop Off**

**Terminal 4 International Procedures**



- COBUS drives to Passport Control Center while maintaining visual awareness.



- COBUS is guided to drop off area at Passport Control by "wing walker".

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Once COBUS is safely parked, passengers/crew will enter Passport Control escorted by airline representative.



- Passengers/Crew will enter FIS through International Commuter entrance doors.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

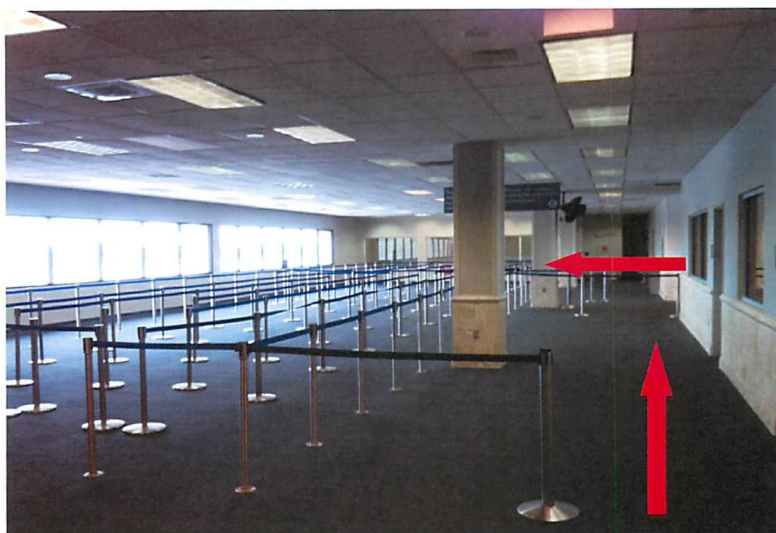


- Passengers/Crew enter the Passport Control area via escalator or elevator.

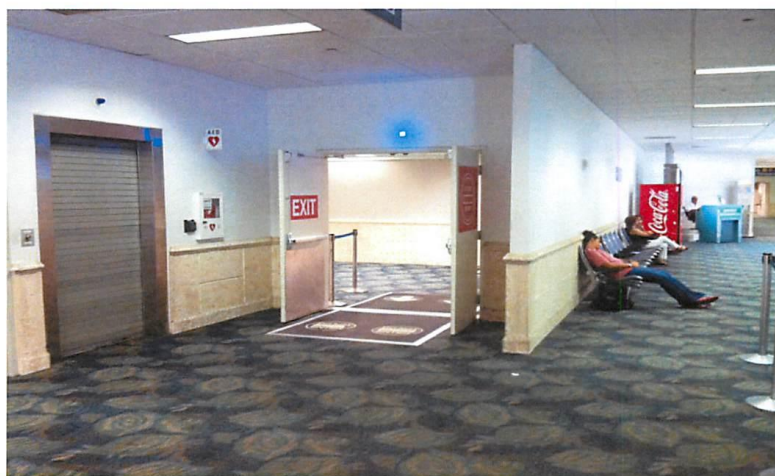


- Passengers/Crew enter Passport Control.

**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**



- Passengers/Crew enter the Passport Control processing area



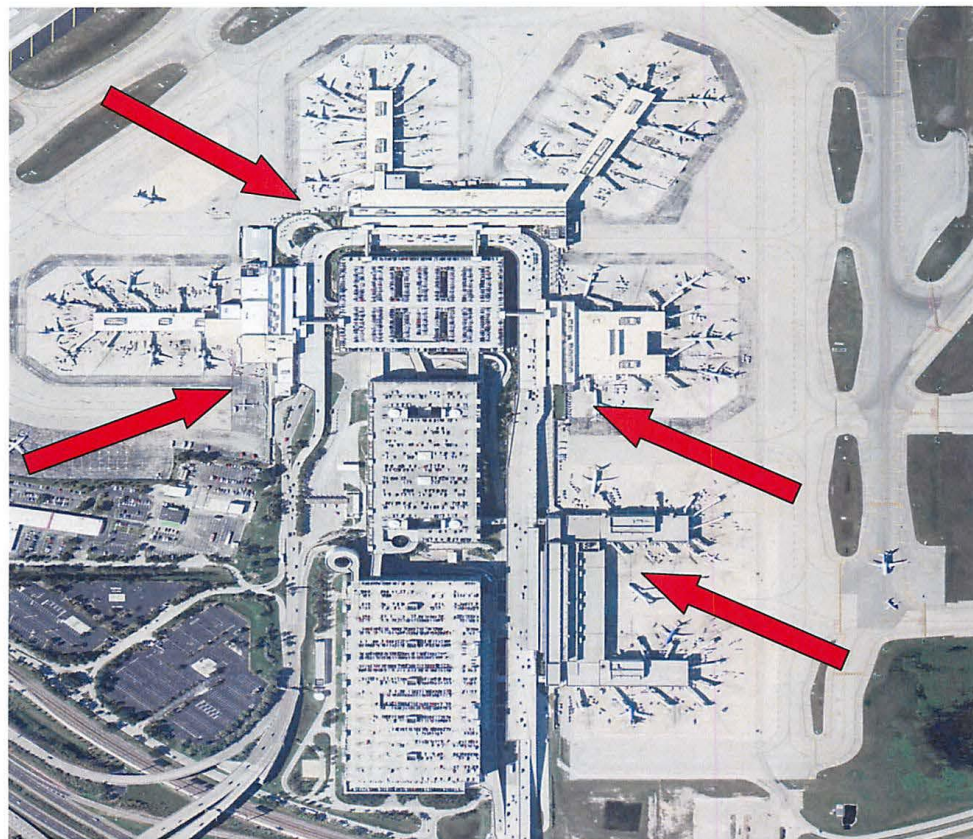
- Once Passengers/Crew clear CBP Passport Control processing area, they will proceed to claim their baggage, clear CBP Baggage Control, and Exit.

Note: When passengers/crew are offloaded from COBUS, "wing walker" and COBUS driver must maintain visual awareness when guiding COBUS in/out of drop off area.



**EXHIBIT H**  
**HARDSTAND PROCEDURES FOR DOMESTIC AND INTERNATIONAL**  
**ARRIVALS CONTINUED**

Induction Points Terminal 1, 2, 3, & 4



**ATTACHMENT I**  
**NONDISCRIMINATION REQUIREMENTS**

- I. During the performance of this contract, the Operator for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:
- (a) Compliance With Regulations. The Operator shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
  - (b) Nondiscrimination. The Operator shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Operator shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (c) Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Operator of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
  - (d) Information and Reports. The Operator shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish this information, the Operator shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance. In the event of the Operator's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the COUNTY shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) Incorporation of Provisions. The Operator shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Operator shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Operator becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Operator may request the County to enter into such litigation to protect the interests of the County and, in addition, the Operator may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Operator, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Operator, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of

services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

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

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

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

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

Operator shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Operator shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Operator who shall, in turn, submit same to the County for transmittal to the FAA.

- III. The Operator, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This "Provision" obligates the Operator or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- a. Operator shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Operator to carry out these

requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

**ATTACHMENT II – 1a**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS**  
**LETTER OF INTENT ACDBE**



**Attachment "B" - Letter of Intent ACDBE**

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND AIRPORT CONCESSIONS DISADVANTAGED  
 BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER

(Form to be completed and signed for each  
 ACDBE firm)

Solicitation Number: R1122905P1	Project Title: Airport Shuttle Bus and Other Transportation Services
------------------------------------	---

**Proposer/Offeror**

Name: Keolis Transit America, Inc.  
 Address: 6053 W. Century Blvd City: Los Angeles State: CA Zip: 90045  
 Authorized Representative: Kevin J. Adams Phone: (866) 531-1526

ACDBE Subcontractor/Supplier NAPM Enterprises, Inc.

Check one: Address 2880 W. Oakland Blvd.  
 City: Ft. Lauderdale State: FL Zip: 33311 Phone: (954) 868-3470

ACDBE Authorized Representative: Judith Debourg Silvera

- A. This is a letter of intent between the proposer/offeror on this project and a ACDBE firm for the ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the proposer/offeror is committing to utilize the above-named ACDBE to perform the work described below.
- C. By signing below, the above-named ACDBE is committing to perform the work described below.
- D. By signing below, the proposer/offeror and ACDBE affirm that if the ACDBE subcontracts any of the work described below, it may only subcontract that work to another ACDBE if it wishes to receive ACDBE credit for said work.

Work to be performed by ACDBE Firm			
Description	NAICS*	ACDBE Contract Amount†	ACDBE Percentage of Total Project Value
Bus Cleaning	811192	\$585,000	1%

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

**Proposer/Offeror Authorized Representative**

Kevin J. Adams Executive Vice President Business Development and Ops Planning  
 (Signature) (Title)

(Date) 12/20/2013

**ACDBE Subcontractor/Supplier Authorized Representative**

Judith Debourg Silvera President  
 (Signature) (Title)

(Date) 12/20/2013

\* 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 proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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. ACDBE Letter of Intent July 2012

**ATTACHMENT II – 1b**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS**  
**LETTER OF INTENT ACDBE**



**Attachment "B" - Letter of Intent ACDBE**

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN PROPOSER/OFFEROR AND AIRPORT CONCESSIONS DISADVANTAGED  
 BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each  
 ACDBE firm)

<b>Solicitation Number:</b> R1122905P1	<b>Project Title:</b> Airport Shuttle Bus and Other Transportation Services
---	--

Proposer/Offendor \_\_\_\_\_

Name: Keolis Transit America, Inc.

Address: 6053 W. Century Blvd City: Los Angeles State: CA Zip: 90045

Authorized Representative: Kevin J. Adams Phone: (865) 531-1526

ACDBE Subcontractor/Supplier \_\_\_\_\_

Check one: Address Dickey Consulting Services, Inc.

City: Ft. Lauderdale State: FL Zip: 33311 Phone: (954) 467-6822

ACDBE Authorized Representative: Sheryl A. Dickey, President and CEO

- A. This is a letter of intent between the proposer/offendor on this project and a ACDBE firm for the ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the proposer/offendor is committing to utilize the above-named ACDBE to perform the work described below.
- C. By signing below, the above-named ACDBE is committing to perform the work described below.
- D. By signing below, the proposer/offendor and ACDBE affirm that if the ACDBE subcontracts any of the work described below, it may only subcontract that work to another ACDBE if it wishes to receive ACDBE credit for said work.

Work to be performed by ACDBE Firm			
Description	NAICS*	ACDBE Contract Amount <sup>†</sup>	ACDBE Percentage of Total Project Value
ACDBE Monitoring and Reporting and Project Management	541611	\$180,000	0.3%
	561110		

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

Proposer/Offendor Authorized Representative

Kevin J. Adams Executive Vice President Business Development and Ops Planning  
 (Signature) (Title) 12/20/2013  
 (Date)

ACDBE Subcontractor/Supplier Authorized Representative

Sheryl A. Dickey President and CEO  
 (Signature) (Title) 12/20/2013  
 (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 proposer/offendor include a dollar amount in its bid-offer.

In the event the proposer/offendor does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void. ACDBE Letter of Intent July 2012



**ATTACHMENT II – 1c**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS**  
**LETTER OF INTENT ACDBE**



**Attachment "B" - Letter of Intent ACDBE**

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

<b>Solicitation Number:</b> R1122905P1	<b>Project Title:</b> Airport Shuttle Bus and Other Transportation Services
---	--

**Proposer/Offeror** \_\_\_\_\_

Name: Keolis Transit America, Inc.

Address: 6053 W. Century Blvd City: Los Angeles State: CA Zip: 90045

Authorized Representative: Kevin J. Adams Phone: (865) 531-1526

**ACDBE Subcontractor/Supplier** Maruti Fleet and Management, LLC

Check one: Address 1050 Edgewood Ave. S

City: Jacksonville State: FL Zip: 32205 Phone: (666) 678-0222

ACDBE Authorized Representative: Eduardo Carrion, Vice President

- A. This is a letter of intent between the proposer/offeror on this project and a ACDBE firm for the ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the proposer/offeror is committing to utilize the above-named ACDBE to perform the work described below.
- C. By signing below, the above-named ACDBE is committing to perform the work described below.
- D. By signing below, the proposer/offeror and ACDBE affirm that if the ACDBE subcontracts any of the work described below, it may only subcontract that work to another ACDBE if it wishes to receive ACDBE credit for said work.

Work to be performed by ACDBE Firm			
Description	NAICS *	ACDBE Contract Amount <sup>†</sup>	ACDBE Percentage of Total Project Value
Supplemental Transportation Services	485999	\$6,334,920	14%

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

**Proposer/Offeror Authorized Representative**

Kevin J. Adams Executive Vice President Business Development and Ops Planning  
 (Signature) (Title) 12/20/2013  
 (Date)

**ACDBE Subcontractor/Supplier Authorized Representative**

Eduardo Carrion Vice President  
 (Signature) (Title) 12/20/2013  
 (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 proposer/offer include a dollar amount in its bid-offer.

In the event the proposer/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. ACDBE Letter of Intent July 2012

**ATTACHMENT II - 2**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE**  
**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT**



APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT

PURSUANT TO

TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: \_\_\_\_\_

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

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME/ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT II - 3

## AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE QUARTERLY ACTIVITY REPORT



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

### AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) QUARTERLY ACTIVITY REPORT

**Reporting Period:** ☐ 1<sup>st</sup> Quarter (10/1/\_\_\_ – 12/31/\_\_\_) ☐ 2<sup>nd</sup> Quarter (01/1/\_\_\_ – 03/31/\_\_\_)  
(Please check appropriate reporting period) ☐ 3<sup>rd</sup> Quarter (04/1/\_\_\_ – 06/30/\_\_\_) ☐ 4<sup>th</sup> 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/\_\_\_

SBDD Compliance Form 2008-14