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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(A)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving four non-exclusive permits to provide General Aeronautical Services to commercial aircraft operators at Miami International Airport, RFQ No. MDAD-14-02, to Swissport USA, Inc., American Sales and Management Organization LLC d/b/a Eulen America, G2 Secure Staff, LLC, and Triangle Services of Florida, Inc.; providing for payment of 7% of gross revenues to the County, and for a term of five years with two separate two year extensions; and authorizing County Mayor to execute the permits and to exercise the provisions thereof, including renewal and termination provisions contained therein

Resolution No. R-27-16

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

Abigail Price-Williams
County Attorney

APW/lmp

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Award Recommendation for Four Non-Exclusive Permits to Provide General Aeronautical Services to Commercial Aircraft Operators and Airlines at Miami International Airport, RFQ No. MDAD-14-02

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of General Aeronautical Services Permits to Swissport USA, Inc.; American Sales and Management Organization LLC d/b/a Eulen America; G2 Secure Staff, LLC; and Triangle Services of Florida, Inc. to provide general aeronautical services to commercial aircraft operators and airlines at Miami International Airport (MIA); and authorize the County Mayor or County Mayor's designee to execute the attached Permits with the exhibits on file with the Clerk of the Board.

SCOPE

MIA is located primarily within Commissioner Rebeca Sosa's District 6; however, the impact of this agenda item is countywide, as MIA is a regional asset.

DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority within the Permits, the Aviation Director or designee may exercise renewal options, termination, and all rights and privileges granted to the County.

FISCAL IMPACT/FUNDING SOURCE

The Permittees will pay the Miami-Dade Aviation Department (MDAD) seven (7) percent of gross revenues.

TRACK RECORD/MONITOR

The incumbent firms have performed satisfactorily as current providers under the existing Permits. Jason Wilson, MDAD's Division Director of Real Estate Management and Development, will monitor these Permits.

DUE DILIGENCE

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine responsibility of the four (4) recommended firms, including verifying corporate status and that no performance or compliance issues exist. The following searches revealed no adverse findings for the proposing entities: Miami-Dade County's Small Business Development Debarred Contractor List, Miami-Dade County's Bid Tracking System, State of Florida Due Diligence website, and the Federal System for Award Management's federal excluded parties list.

BACKGROUND

MDAD issued a Request for Qualifications on April 16, 2015 to solicit Qualification Statements from interested parties seeking to obtain one (1) of four (4) general aeronautical service Permits to provide those services to commercial aircraft operators and airlines operating at MIA through contractual arrangements among the entities.

On May 22, 2015, Qualification Statements were received from:

- Swissport USA, Inc.;
- Gate Aviation Services, Inc.;
- PrimeFlight Aviation Services, Inc.;
- American Sales and Management Organization LLC d/b/a Eulen America;
- G2 Secure Staff, LLC;
- Triangle Services of Florida, Inc.;
- Airline Ground Services; and
- Worldwide Flight Services, Inc.

The County Attorney's Office deemed Gate Aviation Services, Inc. (GAS) and Airline Ground Services (AGS) non-responsive. GAS proposed modifications that would materially alter the terms of the Permit, while AGS did not submit the required Schedule of Particiation by Local Developing Business firms. The Evaluation/Selection Committee held a Prescreening Meeting on August 13, 2015, reviewed the submitted Qualification Statements, and recommended oral presentations from all responsive firms. At a Public Hearing on August 25, 2015, the Committee heard presentations from:

- Swissport USA, Inc.;
- PrimeFlight Aviation Services, Inc.;
- American Sales and Management Organization LLC d/b/a Eulen America;
- G2 Secure Staff, LLC;
- Triangle Services of Florida, Inc.; and
- Worldwide Flight Services, Inc.

After oral presentations, the Committee evaluated and ranked the firms as follows:

RESPONDENT	SCORE	RANKING
Swissport USA, Inc.	478	1
American Sales and Management Organization LLC d/b/a Eulen America	473	2
G2 Secure Staff, LLC	467	3
Triangle Services of Florida, Inc.	463	4
Worldwide Flight Services, Inc.	451	5
PrimeFlight Aviation Services, Inc.	442	6

PROJECT: Non-exclusive Permits to provide general aeronautical services to commercial aircraft operators and airlines at Miami International Airport

PROJECT NO. RFQ NO. MDAD-14-02

COMPANY SPECIFIC INFORMATION

COMPANY NAME: Swissport USA, Inc.

CONTRACT MEASURES: Local Developing Business goal 15%

CONTRACT MEASURES ACHIEVED AT AWARD: 16.17%

LDB SUBCONTRACTORS:
Direct Airline Services 4.5%
U.S. Lubricants 2.24%
Masdeu Five Corp. d/b/a General Patrol 0.15%
USA Special Aviation Security Services 1.95%
AWA Security 0.13%
World Ops .33%
JBD Aviation 0.64%
Ultra Aviation Services, Inc. 6.23%

PREVIOUS AGREEMENTS WITH THE COUNTY: Swissport USA, Inc. holds one of the existing general aeronautical services permits.

COMPANY PRINCIPALS:	Erich Bodenmann, Anthony D. Ivey, Howard Fowler, Dennis Bertelli, Frank Mena, William J. Rodriguez, Armin Unternahrer, Dawn E. Oakley, Lindy Milner, Joseph In Albon, and Andreas Bühlmann
OWNERSHIP BREAKDOWN:	Swissport Holdings, Inc. 100%
LOCATION OF COMPANY:	Dulles, Virginia
YEARS IN BUSINESS:	Forty-four (44)

COMPANY NAME:	American Sales and Management Organization LLC d/b/a Eulen America
CONTRACT MEASURES:	Local Developing Business goal 15%
CONTRACT MEASURES ACHIEVED AT AWARD:	15%
LDB SUBCONTRACTORS:	Aeroservicios USA, Inc. 0.15% Airport Medical Solutions, Inc. 0.01% Alas International Corporation 6% Aviation Strategies and Trade Solutions, Inc. 0.01% Galloway Office Supplies, Inc. 0.02% International Consulting Group, Inc. 0.05% Sirely Uniforms, Inc. 0.46% Per CAR, Inc. d/b/a National Sunshine Auto Parts 0.30% Ultra Aviation Services, Inc. 3% Wilson, Washburn and Foster, Inc. 5%
PREVIOUS AGREEMENTS WITH THE COUNTY:	American Sales and Management Organization LLC d/b/a Eulen America holds one of the existing general aeronautical services permits.
COMPANY PRINCIPALS:	Maria J. Alvarez Mezquiriz, Livan Acosta
OWNERSHIP BREAKDOWN:	Limited Liability Company
LOCATION OF COMPANY:	Miami, Florida
YEARS IN BUSINESS:	Eight (8)

COMPANY NAME:	G2 Secure Staff, LLC

CONTRACT MEASURES:	Local Developing Business goal 15%
CONTRACT MEASURES ACHIEVED AT AWARD:	15%
LDB SUBCONTRACTORS:	Ultra Aviation Services, Inc. 5% Dade GSE, Inc. 4% Direct Airline Services 6%
PREVIOUS AGREEMENTS WITH THE COUNTY:	G2 Secure Staff, LLC holds one of the existing general aeronautical services permits.
COMPANY PRINCIPALS:	Daniel J. Norman Jr., Linda Hill
OWNERSHIP BREAKDOWN:	Limited Liability Company
LOCATION OF COMPANY:	Irving, Texas
YEARS IN BUSINESS:	Ten (10)

COMPANY NAME:	Triangle Services of Florida, Inc.
CONTRACT MEASURES:	Local Developing Business goal 15%
CONTRACT MEASURES ACHIEVED AT AWARD:	16%
LDB SUBCONTRACTORS:	Ultra Aviation Services Inc. 8% Direct Airline Services 2% Aeroservicios USA, Inc. 3% USA Special Aviation Security Services 2% World Ops, Inc. 1%
PREVIOUS AGREEMENTS WITH THE COUNTY:	Triangle Services of Florida, Inc. holds one of the existing general aeronautical services permits.
COMPANY PRINCIPALS:	Lonnie Fine, Perry Fine, Steve LoBasso, Ralph Fine
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	Non-Hispanic White Male 100%
LOCATION OF COMPANY:	Valley Stream, NY

YEARS IN BUSINESS: Forty (40)

LIVING WAGES: Yes

TERM: Five (5) years

OPTION(S) TO RENEW: Two (2) two-year extensions

USING AGENCY: Miami-Dade Aviation Department

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
1-20-16

RESOLUTION NO. R-27-16

RESOLUTION APPROVING FOUR NON-EXCLUSIVE PERMITS TO PROVIDE GENERAL AERONAUTICAL SERVICES TO COMMERCIAL AIRCRAFT OPERATORS AT MIAMI INTERNATIONAL AIRPORT, RFQ NO. MDAD-14-02, TO SWISSPORT USA, INC., AMERICAN SALES AND MANAGEMENT ORGANIZATION LLC D/B/A EULEN AMERICA, G2 SECURE STAFF, LLC, AND TRIANGLE SERVICES OF FLORIDA, INC.; PROVIDING FOR PAYMENT OF 7% OF GROSS REVENUES TO THE COUNTY, AND FOR A TERM OF FIVE YEARS WITH TWO SEPARATE TWO YEAR EXTENSIONS; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERMITS AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby approves four Non-Exclusive Permits to provide General Aeronautical Services to Commercial Aircraft Operators and Airlines at Miami International Airport, RFQ No. MDAD-14-02, with Swissport USA, Inc., American Sales and Management Organization LLC d/b/a Eulen America, G2 Secure Staff, LLC, and Triangle Services of Florida, Inc. (Permittees), in substantially the form attached hereto, providing for payment to the County of 7% of Gross Revenues and for a term of five years with two separate two year extensions and authorizing Permittees to perform a full range of services which will be provided to the air carriers through contractual arrangements between the air carriers and the Permittees at Miami International Airport, all as more particularly set forth in the accompanying memorandum from the County Mayor; and authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of the

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _____ day of _____ in the year Two Thousand and _____.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **Swissport USA, Inc.**
45025 Aviation Drive, Suite 350
Dulles, VA 20166

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial, Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

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EXHIBIT A: Two-Year Passenger Traffic at MIA

EXHIBIT B: Commercial Flight Operations and Passengers by Airlines

EXHIBIT C: Reported Gross Revenues of the existing Permittees for the period FYE – September 30, 2014.

EXHIBIT D: Terminal and Field lease rates from October 1, 2013 to October 30, 2014 for the Terminal and January 1, 2014 to December 31, 2014 for the Field.

EXHIBIT E: Standard Form of Terminal Lease

EXHIBIT F: Standard Form of Field Lease

EXHIBIT G: Implementing Order 3-58 – First Source Hiring Referral Program

EXHIBIT H: Monthly Report of Gross Revenues

EXHIBIT I: Miami-Dade County Living Wages Supplemental General Conditions

EXHIBIT J: Payment Security (see 3.08) (from Successful Respondent)

EXHIBIT K: Independent Audit Report

EXHIBIT L: Executed Affidavits (from Successful Respondent)

EXHIBIT M: Local Developing Business Program (Executed Forms from Successful Respondent)

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRPORT** shall mean Miami International Airport.

B. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or his or her Designee(s).

D. **PERMITTEE(S)** shall refer to the successful Respondent or Respondents under the Request for Qualifications and who enter into a Permit Agreement.

E. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Successful Respondent, including all of its terms and conditions, supplemental conditions, associated addenda, attachments, exhibits, and amendments.

F. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the Local Area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20__, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to _____ a_____ corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____2015 (the "Effective Date") and ending on _____, 2020, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Article 2.02 hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Optional Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Proposer's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be, or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Articles 4.03 and 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated: The Permittee acknowledges that it has submitted to the County a qualification statement for the operation under this Permit, as required by the Request for Qualifications MDAD-14-02 Documents (the "RFQ") relating to the award of this Permit, and that said qualification statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

1.06 County's Amendment of Ground and Cargo Handling Service Policies: Permittee acknowledges that the County has amended or is in the process of amending the current Ground and Cargo Handling Services Policies, contained in Tab B and Tab C, respectively of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such amendments and agrees that such amendments will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said

Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Terminal And Ground Transportation Improvement Program: During the term of this Permit, Permittee acknowledges that the County will be undertaking a Terminal and Ground Transportation Improvement Program that will include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces and other improvements that may affect permit operations in the Terminal Building. The Terminal and Ground Transportation Improvement Program may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Required and Optional Aeronautical Services:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services in which it has evidenced experience by its Qualification Statement, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services – Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment ("CUTE") and abide by the Department's Ticket Counter Allocation Policy. The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the ADA and the Air Carriers Act.
3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, cargo, baggage, and mail to and from aircraft at the Terminal Building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of airport loading and unloading positions.
4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the airport terminal building, concourses, and gates. Wheelchairs, including wide and aisle wheelchairs must be available upon request. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
5. Dispatching and Communications Services - Providing ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights for aircraft.
6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the Miami Begins with Me Customer Service Champion Program, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu).

(B) Optional Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning service items include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.
2- Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.
3- Providing security services to include, but not limited to, positive bag check in the baggage claim areas.
4- Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under GASP services offered hereunder. This prohibition does not apply to GASP services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Minimum Equipment Requirements: The Permittee must have and maintain on the Airport premises the minimum required ramp equipment is as follows:

Equipment	Quantity
Air Conditioning Units	4
Air Starts	2
Belt Loaders	8
Carts	20
Dollies	20
Pallet Dollies	4
High-Lifts	2
Pay Movers	4
Tractors	4
Truck Lavatories	2
Stair Truck	1
Cargo Loaders	4
Container Loaders	2
Ground Power Units	2
Water Truck (250 gallons)	1
Tow Bars	Sufficient to handle the aircraft for which Permittee is responsible under Permittee's contract with its clients.

All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in this Permit.

(D) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of this Permit, the Department may, in writing, amend the description of required and optional services, contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this permit.

2.03 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.04 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Percentage Fees: As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County the amount of seven percent (7%) of the monthly Gross Revenues, as defined in Article 3.06, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20th) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20th) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees,

concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth (20th) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the seven percent (7%) Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, FL 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County,

for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth (20th) day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing (LDB) Participation (Exhibit A pages A-1 thru A-4) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit K, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a

management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permitee shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at anytime during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Article 2.02 hereof, on a good, prompt, safe, and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the

provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have Airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

c) All other certifications required by federal, state, or local law or requirements.

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security and Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release

of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing under the procedures set forth in an Operational Directive or other policy document issued by the Aviation Director regarding such a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

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

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

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

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

5.11 Employment Eligibility Verification (E-VERIFY): Permittee is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Permittee under this Agreement. Contractor shall incorporate this requirement into all of its subcontracts as well.

5.12 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Management performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407 (see Exhibit G).

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department which the Department, in its sole discretion, shall have the power to give.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permitee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Properties Division with copies of any and all subcontracts the Permitee has entered into related to this Permit.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee: The Permittee shall maintain contract measures of a LDB overall goal of **16.17%** for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in the Exhibit M. The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of LDB Subcontractor: The LDB subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department, Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB Program (Exhibit M), or has otherwise failed to comply with the LDB Program, MDAD may, in addition to pursuing any other available

legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due to the Permittee until such time as the issues concerning the Permittee's Compliance are resolved.

2. The termination or cancellation of the Permit in whole or in part, unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB Provisions.

3. The denial to the Proposer of the right to participate in any further contracts awarded bythe County for a period of not longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Permit.

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval by MDAD's Risk Management Unit.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.08 Additional Insurance: In addition to the above, the Permittee understands and agrees to additional insurance requirements (including higher levels of insurance and types of coverage) that may be required either by the Department from time to time or under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:

(A) The County shall have the right to terminate the Permit granted herein upon three (3) days written notice to the Permittee for either of the following defaults:

1. The discontinuance of Permittee's activities or operations under the Permit granted herein for a period of time exceeding three consecutive calendar days other than for labor stoppages or Acts of God;

2. The Permittee's failure in any consecutive twelve (12) month period to generate gross revenues under the Permit in an amount greater than fifty percent (50%) of Permittee's gross revenues generated in the prior twelve (12) month period; or

3. The Permittee's failure to comply with any provision of this Permit and failure to cure such default within the time period set forth in the County's notice to Permittee of such failure.

(B) For a termination for a default by Permittee under Article 11.01(A)(1), the County may waive its right to terminate this Permit based on good cause shown by the Permittee. The County's determination in this regard shall be at its sole discretion.

(C) For a termination for a default by Permittee under any provision of this Article 11, the County shall have the right to issue a Permit to another acceptable Permittee so as to bring the total number of actively performing GASP permittees to a level that is satisfactory to the County. Such Permitteee may be an entity that had submitted a response to the Request for Qualifications applicable to the Permit hereunder or may be any other entity determined by the County to be either an acceptable replacement for the terminated Permittee hereunder or an additional Permittee. If the County later re-instates the Permittee hereunder so that Permittee resumes its operations under this Permit, County may allow such other acceptable Permittee to continue performing under its permit, at the County's discretion.

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a

noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or Bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or Bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit (especially the Permittee's obligation to provide safe and efficient Required Services under Article 2.02(A)) other than the covenants to pay the Percentage Fee, and fees and charges when due and the covenants to provide required evidence of insurance coverage and security payment.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all

previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the third (3rd) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon one hundred eighty (180) days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

13.01 Employment Discrimination: The Permittee shall ensure that all employees are able to enjoy a work environment free from all forms of discrimination, including harassment, on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital

status, familial status or sexual orientation. The Permittee shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation. Such actions shall include, but not be limited to, the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Permittee shall comply with applicable provisions of the Americans with Disabilities Act, including but not limited to provisions pertaining to employment (42 U.S.C. 12101).

13.02 Nondiscriminatory Access to Premises and Services: Permitee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Permittee's services hereunder or the use of the Premises; (2) that Permittee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Permittee shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Permittee and assure said requirements are included in those sub-agreements.

13.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Permittee has breached the nondiscrimination covenants contained in Articles 13.01 and 13.02 above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Concessionaire fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Permit as if this Permit had never been made or issued.

The Permittee agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

13.04 Affirmative Action and Procurement Programs:

(A) The Permittee acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs as such provisions may be amended from time to time, are applicable to the activities of the Permittee under the terms of this Permit, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation. These requirements may include, but not be limited to, the compliance with Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies and the submission of various reports. In the event it has been determined, in accordance with applicable regulations, that the Permittee has defaulted in the requirement to comply with this section, and the Permittee thereafter fails to comply with the sanctions and/or

remedies then prescribed, the County shall have the right, upon written notice to the Permittee, to terminate this Permit pursuant to Article 10.05 hereof.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(B) **County Ordinance 98-30 Requiring Certain Entities Contracting With The County Demonstrate That Their Employment And Procurement Practices Do Not Discriminate Against Minorities And Women**

Entities with annual gross revenues in excess of $5,000,000 have substantial workforces and purchase substantial amounts of goods and services, and discriminatory practices by such entities against minorities and women and against businesses owned by minorities and women can have substantial injurious impact. The Board of County Commissioners of Miami-Dade County wishes to assure that any such entities contracting with Miami-Dade County do not discriminate in their employment, promotional and procurement practices.

The Permittee shall be in compliance with this policy established by Ordinance No. 98-30, codified as Section 2-8.1.5 of the Code of Miami-Dade County. The Permittee that has annual gross revenues in excess of $5,000,000 agrees that as a condition of receiving a County contract: (1) it has a written Affirmative Action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, (2) it has a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women owned businesses in its own procurement of goods, supplies, and services, and (3) that such plan and policies provides for periodic review to determine its effectiveness in assuring that the entity does not discriminate in its employment, promotion and procurement practices. The entity will provide copies of its written Affirmative Action plan and procurement policies upon the request of the County.

Further, the Permittee acknowledges that it has submitted an Affirmative Action Plan which, is subject to approval by the Small Business Development (SBD Division and which is hereby incorporated as a contractual obligation to Miami-Dade County. The Permittee shall undertake and perform the affirmative actions specified therein. The Aviation Director may declare the Permittee in default of this Permit for failure of the Permittee to comply with the requirements contained therein.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement covered by the County's Local Developing Business Plan at Miami International Airport.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and

rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Department of Environmental Resources Management. Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefor, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the

court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, he or his personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

17.02 Adjustment of Terms and Conditions: If at anytime during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

To the Permittee, care of the General Manager, and to:

Swissport USA, Inc.
45025 Aviation Drive, Suite 350
Dulles, VA 20166

C/O: Mr. Joe J. Phelan, President

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

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

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee.

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium

rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Headings: The headings of the various Articles and Sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

18.16 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

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

18.18 Living Wage: The Permittee shall comply with Section 2-8.9 of the Code of Miami-Dade County, Ordinance No. 99-44, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Permit requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits, and that it shall comply with the administrative and records keeping required of the service contractor set forth in the order. The Permittee shall also ensure that its subcontractors comply with the order in respect to their employees.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Harvey Ruvin, Clerk

By:_____
Deputy Clerk

(COUNTY SEAL)

PERMITTEE: SWISSPORT USA, INC.

By: _____
President

Joseph J. Phelan
President

Print Name

Attest: _____
Corporate Secretary

(CORPORATE SEAL)

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _____ day of _____ in the year Two Thousand and _____.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **American Sales and Management Organization LLC**
d/b/a Eulen America
7200 Corporate Center Drive, Suite 206
Miami, Florida 33157

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial, Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

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EXHIBIT B: Commercial Flight Operations and Passengers by Airlines

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EXHIBIT M: Local Developing Business Program (Executed Forms from Successful Respondent)

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRPORT** shall mean Miami International Airport.

B. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or his or her Designee(s).

D. **PERMITTEE(S)** shall refer to the successful Respondent or Respondents under the Request for Qualifications and who enter into a Permit Agreement.

E. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Successful Respondent, including all of its terms and conditions, supplemental conditions, associated addenda, attachments, exhibits, and amendments.

F. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the Local Area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20__, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to _____ a_____ corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____2015 (the "Effective Date") and ending on _____, 2020, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Article 2.02 hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Optional Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Proposer's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be, or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Articles 4.03 and 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated: The Permittee acknowledges that it has submitted to the County a qualification statement for the operation under this Permit, as required by the Request for Qualifications MDAD-14-02 Documents (the "RFQ") relating to the award of this Permit, and that said qualification statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

1.06 County's Amendment of Ground and Cargo Handling Service Policies: Permittee acknowledges that the County has amended or is in the process of amending the current Ground and Cargo Handling Services Policies, contained in Tab B and Tab C, respectively of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such amendments and agrees that such amendments will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said

Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Terminal And Ground Transportation Improvement Program: During the term of this Permit, Permittee acknowledges that the County will be undertaking a Terminal and Ground Transportation Improvement Program that will include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces and other improvements that may affect permit operations in the Terminal Building. The Terminal and Ground Transportation Improvement Program may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Required and Optional Aeronautical Services:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services in which it has evidenced experience by its Qualification Statement, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services – Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment ("CUTE") and abide by the Department's Ticket Counter Allocation Policy. The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the ADA and the Air Carriers Act.
3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, cargo, baggage, and mail to and from aircraft at the Terminal Building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of airport loading and unloading positions.
4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the airport terminal building, concourses, and gates. Wheelchairs, including wide and aisle wheelchairs must be available upon request. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
5. Dispatching and Communications Services - Providing ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights for aircraft.
6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the Miami Begins with Me Customer Service Champion Program, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu).

(B) Optional Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning service items include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.
2- Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.
3- Providing security services to include, but not limited to, positive bag check in the baggage claim areas.
4- Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under GASP services offered hereunder. This prohibition does not apply to GASP services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Minimum Equipment Requirements: The Permittee must have and maintain on the Airport premises the minimum required ramp equipment is as follows:

Equipment	Quantity
Air Conditioning Units	4
Air Starts	2
Belt Loaders	8
Carts	20
Dollies	20
Pallet Dollies	4
High-Lifts	2
Pay Movers	4
Tractors	4
Truck Lavatories	2
Stair Truck	1
Cargo Loaders	4
Container Loaders	2
Ground Power Units	2
Water Truck (250 gallons)	1
Tow Bars	Sufficient to handle the aircraft for which Permittee is responsible under Permittee's contract with its clients.

All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in this Permit.

(D) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of this Permit, the Department may, in writing, amend the description of required and optional services, contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this permit.

2.03 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.04 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Percentage Fees: As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County the amount of seven percent (7%) of the monthly Gross Revenues, as defined in Article 3.06, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20th) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20th) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees,

concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth (20th) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the seven percent (7%) Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, FL 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County,

for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth (20th) day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing (LDB) Participation (Exhibit A pages A-1 thru A-4) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit K, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a

management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permitee shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at anytime during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Article 2.02 hereof, on a good, prompt, safe, and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the

provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have Airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

c) All other certifications required by federal, state, or local law or requirements.

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security and Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release

of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing under the procedures set forth in an Operational Directive or other policy document issued by the Aviation Director regarding such a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

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

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

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

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

5.11 Employment Eligibility Verification (E-VERIFY): Permittee is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Permittee under this Agreement. Contractor shall incorporate this requirement into all of its subcontracts as well.

5.12 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Management performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407 (see Exhibit G).

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department which the Department, in its sole discretion, shall have the power to give.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permitee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Properties Division with copies of any and all subcontracts the Permitee has entered into related to this Permit.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee: The Permittee shall maintain contract measures of a LDB overall goal of **fifteen percent (15%)** for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in the Exhibit M. The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of LDB Subcontractor: The LDB subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department, Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB Program (Exhibit M), or has otherwise failed to comply with the LDB Program, MDAD may, in addition to pursuing any other available

legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due to the Permittee until such time as the issues concerning the Permittee's Compliance are resolved.

2. The termination or cancellation of the Permit in whole or in part, unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB Provisions.

3. The denial to the Proposer of the right to participate in any further contracts awarded bythe County for a period of not longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Permit.

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval by MDAD's Risk Management Unit.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.08 Additional Insurance: In addition to the above, the Permittee understands and agrees to additional insurance requirements (including higher levels of insurance and types of coverage) that may be required either by the Department from time to time or under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:

(A) The County shall have the right to terminate the Permit granted herein upon three (3) days written notice to the Permittee for either of the following defaults:

1. The discontinuance of Permittee's activities or operations under the Permit granted herein for a period of time exceeding three consecutive calendar days other than for labor stoppages or Acts of God;

2. The Permittee's failure in any consecutive twelve (12) month period to generate gross revenues under the Permit in an amount greater than fifty percent (50%) of Permittee's gross revenues generated in the prior twelve (12) month period; or

3. The Permittee's failure to comply with any provision of this Permit and failure to cure such default within the time period set forth in the County's notice to Permittee of such failure.

(B) For a termination for a default by Permittee under Article 11.01(A)(1), the County may waive its right to terminate this Permit based on good cause shown by the Permittee. The County's determination in this regard shall be at its sole discretion.

(C) For a termination for a default by Permittee under any provision of this Article 11, the County shall have the right to issue a Permit to another acceptable Permittee so as to bring the total number of actively performing GASP permittees to a level that is satisfactory to the County. Such Permitteee may be an entity that had submitted a response to the Request for Qualifications applicable to the Permit hereunder or may be any other entity determined by the County to be either an acceptable replacement for the terminated Permittee hereunder or an additional Permittee. If the County later re-instates the Permittee hereunder so that Permittee resumes its operations under this Permit, County may allow such other acceptable Permittee to continue performing under its permit, at the County's discretion.

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a

noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or Bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or Bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit (especially the Permittee's obligation to provide safe and efficient Required Services under Article 2.02(A)) other than the covenants to pay the Percentage Fee, and fees and charges when due and the covenants to provide required evidence of insurance coverage and security payment.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all

previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the third (3rd) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon one hundred eighty (180) days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

13.01 Employment Discrimination: The Permittee shall ensure that all employees are able to enjoy a work environment free from all forms of discrimination, including harassment, on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital

status, familial status or sexual orientation. The Permittee shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation. Such actions shall include, but not be limited to, the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Permittee shall comply with applicable provisions of the Americans with Disabilities Act, including but not limited to provisions pertaining to employment (42 U.S.C. 12101).

13.02 Nondiscriminatory Access to Premises and Services: Permitee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Permittee's services hereunder or the use of the Premises; (2) that Permittee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Permittee shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Permittee and assure said requirements are included in those sub-agreements.

13.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Permittee has breached the nondiscrimination covenants contained in Articles 13.01 and 13.02 above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Concessionaire fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Permit as if this Permit had never been made or issued.

The Permittee agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

13.04 Affirmative Action and Procurement Programs:

(A) The Permittee acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs as such provisions may be amended from time to time, are applicable to the activities of the Permittee under the terms of this Permit, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation. These requirements may include, but not be limited to, the compliance with Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies and the submission of various reports. In the event it has been determined, in accordance with applicable regulations, that the Permittee has defaulted in the requirement to comply with this section, and the Permittee thereafter fails to comply with the sanctions and/or

remedies then prescribed, the County shall have the right, upon written notice to the Permittee, to terminate this Permit pursuant to Article 10.05 hereof.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(B) **County Ordinance 98-30 Requiring Certain Entities Contracting With The County Demonstrate That Their Employment And Procurement Practices Do Not Discriminate Against Minorities And Women**

Entities with annual gross revenues in excess of $5,000,000 have substantial workforces and purchase substantial amounts of goods and services, and discriminatory practices by such entities against minorities and women and against businesses owned by minorities and women can have substantial injurious impact. The Board of County Commissioners of Miami-Dade County wishes to assure that any such entities contracting with Miami-Dade County do not discriminate in their employment, promotional and procurement practices.

The Permittee shall be in compliance with this policy established by Ordinance No. 98-30, codified as Section 2-8.1.5 of the Code of Miami-Dade County. The Permittee that has annual gross revenues in excess of $5,000,000 agrees that as a condition of receiving a County contract: (1) it has a written Affirmative Action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, (2) it has a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women owned businesses in its own procurement of goods, supplies, and services, and (3) that such plan and policies provides for periodic review to determine its effectiveness in assuring that the entity does not discriminate in its employment, promotion and procurement practices. The entity will provide copies of its written Affirmative Action plan and procurement policies upon the request of the County.

Further, the Permittee acknowledges that it has submitted an Affirmative Action Plan which, is subject to approval by the Small Business Development (SBD Division and which is hereby incorporated as a contractual obligation to Miami-Dade County. The Permittee shall undertake and perform the affirmative actions specified therein. The Aviation Director may declare the Permittee in default of this Permit for failure of the Permittee to comply with the requirements contained therein.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement covered by the County's Local Developing Business Plan at Miami International Airport.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and

rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Department of Environmental Resources Management. Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefor, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the

court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, he or his personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

17.02 Adjustment of Terms and Conditions: If at anytime during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

To the Permittee, care of the General Manager, and to:

American Sales and Management Organization LLC
d/b/a Eulen America
7200 Corporate Center Drive, Suite 206
Miami, Florida 33157
C/O: Mr. Livan Acosta, Chief Operating Officer

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

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

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee.

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium

rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Headings: The headings of the various Articles and Sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

18.16 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

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

18.18 Living Wage: The Permittee shall comply with Section 2-8.9 of the Code of Miami-Dade County, Ordinance No. 99-44, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Permit requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits, and that it shall comply with the administrative and records keeping required of the service contractor set forth in the order. The Permittee shall also ensure that its subcontractors comply with the order in respect to their employees.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Harvey Ruvin, Clerk

By:_____
Deputy Clerk

(COUNTY SEAL)

PERMITTEE: AMERICAN SALES & MANGEMENT ORGANIZATION LLC D/B/A EULEN AMERICA

By: _____
~~President~~ Chief Operating Officer

Livan Acosta
Print Name

Attest: _____ Cynthia Tunon
Corporate Secretary

(CORPORATE SEAL)

WITNESSES TO ABOVE SIGNATURE:

_____
Signature
Arnaldo Elguezabal
Print Name

_____
Signature
Nodir Karimov
Print Name

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _____ day of _____ in the year Two Thousand and _____.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **G2 Secure Staff, LLC**
400 E. Las Colinas Blvd., Suite 750
Irving, TX 75039

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial, Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

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EXHIBIT A: Two-Year Passenger Traffic at MIA

EXHIBIT B: Commercial Flight Operations and Passengers by Airlines

EXHIBIT C: Reported Gross Revenues of the existing Permittees for the period FYE – September 30, 2014.

EXHIBIT D: Terminal and Field lease rates from October 1, 2013 to October 30, 2014 for the Terminal and January 1, 2014 to December 31, 2014 for the Field.

EXHIBIT E: Standard Form of Terminal Lease

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EXHIBIT H: Monthly Report of Gross Revenues

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EXHIBIT M: Local Developing Business Program (Executed Forms from Successful Respondent)

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRPORT** shall mean Miami International Airport.

B. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or his or her Designee(s).

D. **PERMITTEE(S)** shall refer to the successful Respondent or Respondents under the Request for Qualifications and who enter into a Permit Agreement.

E. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Successful Respondent, including all of its terms and conditions, supplemental conditions, associated addenda, attachments, exhibits, and amendments.

F. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the Local Area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20__, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to _____ a_____ corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____2015 (the "Effective Date") and ending on _____, 2020, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Article 2.02 hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Optional Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Proposer's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be, or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Articles 4.03 and 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated: The Permittee acknowledges that it has submitted to the County a qualification statement for the operation under this Permit, as required by the Request for Qualifications MDAD-14-02 Documents (the "RFQ") relating to the award of this Permit, and that said qualification statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

1.06 County's Amendment of Ground and Cargo Handling Service Policies: Permittee acknowledges that the County has amended or is in the process of amending the current Ground and Cargo Handling Services Policies, contained in Tab B and Tab C, respectively of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such amendments and agrees that such amendments will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said

Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Terminal And Ground Transportation Improvement Program: During the term of this Permit, Permittee acknowledges that the County will be undertaking a Terminal and Ground Transportation Improvement Program that will include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces and other improvements that may affect permit operations in the Terminal Building. The Terminal and Ground Transportation Improvement Program may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Required and Optional Aeronautical Services:

(A) **Required Services:** The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services in which it has evidenced experience by its Qualification Statement, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services – Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment ("CUTE") and abide by the Department's Ticket Counter Allocation Policy. The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the ADA and the Air Carriers Act.
3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, cargo, baggage, and mail to and from aircraft at the Terminal Building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of airport loading and unloading positions.
4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the airport terminal building, concourses, and gates. Wheelchairs, including wide and aisle wheelchairs must be available upon request. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
5. Dispatching and Communications Services - Providing ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights for aircraft.
6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the Miami Begins with Me Customer Service Champion Program, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu).

(B) Optional Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning service items include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.

2- Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.

3- Providing security services to include, but not limited to, positive bag check in the baggage claim areas.

4- Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under GASP services offered hereunder. This prohibition does not apply to GASP services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Minimum Equipment Requirements: The Permittee must have and maintain on the Airport premises the minimum required ramp equipment is as follows:

Equipment	Quantity
Air Conditioning Units	4
Air Starts	2
Belt Loaders	8
Carts	20
Dollies	20
Pallet Dollies	4
High-Lifts	2
Pay Movers	4
Tractors	4
Truck Lavatories	2
Stair Truck	1
Cargo Loaders	4
Container Loaders	2
Ground Power Units	2
Water Truck (250 gallons)	1
Tow Bars	Sufficient to handle the aircraft for which Permittee is responsible under Permittee's contract with its clients.

All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in this Permit.

(D) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of this Permit, the Department may, in writing, amend the description of required and optional services, contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this permit.

2.03 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.04 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Percentage Fees: As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County the amount of seven percent (7%) of the monthly Gross Revenues, as defined in Article 3.06, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20th) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20th) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees,

concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth (20th) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the seven percent (7%) Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, FL 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County,

for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth (20th) day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing (LDB) Participation (Exhibit A pages A-1 thru A-4) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit K, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a

management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permitee shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at anytime during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Article 2.02 hereof, on a good, prompt, safe, and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the

provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have Airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

c) All other certifications required by federal, state, or local law or requirements.

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security and Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release

of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing under the procedures set forth in an Operational Directive or other policy document issued by the Aviation Director regarding such a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

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

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

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

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

5.11 Employment Eligibility Verification (E-VERIFY): Permittee is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Permittee under this Agreement. Contractor shall incorporate this requirement into all of its subcontracts as well.

5.12 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Management performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407 (see Exhibit G).

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department which the Department, in its sole discretion, shall have the power to give.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permitee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Properties Division with copies of any and all subcontracts the Permitee has entered into related to this Permit.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee: The Permittee shall maintain contract measures of a LDB overall goal of **fifteen percent (15%)** for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in the Exhibit M. The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of LDB Subcontractor: The LDB subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department, Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB Program (Exhibit M), or has otherwise failed to comply with the LDB Program, MDAD may, in addition to pursuing any other available

legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due to the Permittee until such time as the issues concerning the Permittee's Compliance are resolved.

2. The termination or cancellation of the Permit in whole or in part, unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB Provisions.

3. The denial to the Proposer of the right to participate in any further contracts awarded bythe County for a period of not longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Permit.

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

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(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval by MDAD's Risk Management Unit.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.08 Additional Insurance: In addition to the above, the Permittee understands and agrees to additional insurance requirements (including higher levels of insurance and types of coverage) that may be required either by the Department from time to time or under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:

(A) The County shall have the right to terminate the Permit granted herein upon three (3) days written notice to the Permittee for either of the following defaults:

1. The discontinuance of Permittee's activities or operations under the Permit granted herein for a period of time exceeding three consecutive calendar days other than for labor stoppages or Acts of God;

2. The Permittee's failure in any consecutive twelve (12) month period to generate gross revenues under the Permit in an amount greater than fifty percent (50%) of Permittee's gross revenues generated in the prior twelve (12) month period; or

3. The Permittee's failure to comply with any provision of this Permit and failure to cure such default within the time period set forth in the County's notice to Permittee of such failure.

(B) For a termination for a default by Permittee under Article 11.01(A)(1), the County may waive its right to terminate this Permit based on good cause shown by the Permittee. The County's determination in this regard shall be at its sole discretion.

(C) For a termination for a default by Permittee under any provision of this Article 11, the County shall have the right to issue a Permit to another acceptable Permittee so as to bring the total number of actively performing GASP permittees to a level that is satisfactory to the County. Such Permitteee may be an entity that had submitted a response to the Request for Qualifications applicable to the Permit hereunder or may be any other entity determined by the County to be either an acceptable replacement for the terminated Permittee hereunder or an additional Permittee. If the County later re-instates the Permittee hereunder so that Permittee resumes its operations under this Permit, County may allow such other acceptable Permittee to continue performing under its permit, at the County's discretion.

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a

noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or Bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or Bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit (especially the Permittee's obligation to provide safe and efficient Required Services under Article 2.02(A)) other than the covenants to pay the Percentage Fee, and fees and charges when due and the covenants to provide required evidence of insurance coverage and security payment.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all

previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the third (3rd) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon one hundred eighty (180) days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

13.01 Employment Discrimination: The Permittee shall ensure that all employees are able to enjoy a work environment free from all forms of discrimination, including harassment, on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital

status, familial status or sexual orientation. The Permittee shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation. Such actions shall include, but not be limited to, the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Permittee shall comply with applicable provisions of the Americans with Disabilities Act, including but not limited to provisions pertaining to employment (42 U.S.C. 12101).

13.02 Nondiscriminatory Access to Premises and Services: Permitee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Permittee's services hereunder or the use of the Premises; (2) that Permittee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Permittee shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Permittee and assure said requirements are included in those sub-agreements.

13.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Permittee has breached the nondiscrimination covenants contained in Articles 13.01 and 13.02 above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Concessionaire fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Permit as if this Permit had never been made or issued.

The Permittee agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

13.04 Affirmative Action and Procurement Programs:

(A) The Permittee acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs as such provisions may be amended from time to time, are applicable to the activities of the Permittee under the terms of this Permit, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation. These requirements may include, but not be limited to, the compliance with Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies and the submission of various reports. In the event it has been determined, in accordance with applicable regulations, that the Permittee has defaulted in the requirement to comply with this section, and the Permittee thereafter fails to comply with the sanctions and/or

remedies then prescribed, the County shall have the right, upon written notice to the Permittee, to terminate this Permit pursuant to Article 10.05 hereof.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(B) **County Ordinance 98-30 Requiring Certain Entities Contracting With The County Demonstrate That Their Employment And Procurement Practices Do Not Discriminate Against Minorities And Women**

Entities with annual gross revenues in excess of $5,000,000 have substantial workforces and purchase substantial amounts of goods and services, and discriminatory practices by such entities against minorities and women and against businesses owned by minorities and women can have substantial injurious impact. The Board of County Commissioners of Miami-Dade County wishes to assure that any such entities contracting with Miami-Dade County do not discriminate in their employment, promotional and procurement practices.

The Permittee shall be in compliance with this policy established by Ordinance No. 98-30, codified as Section 2-8.1.5 of the Code of Miami-Dade County. The Permittee that has annual gross revenues in excess of $5,000,000 agrees that as a condition of receiving a County contract: (1) it has a written Affirmative Action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, (2) it has a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women owned businesses in its own procurement of goods, supplies, and services, and (3) that such plan and policies provides for periodic review to determine its effectiveness in assuring that the entity does not discriminate in its employment, promotion and procurement practices. The entity will provide copies of its written Affirmative Action plan and procurement policies upon the request of the County.

Further, the Permittee acknowledges that it has submitted an Affirmative Action Plan which, is subject to approval by the Small Business Development (SBD Division and which is hereby incorporated as a contractual obligation to Miami-Dade County. The Permittee shall undertake and perform the affirmative actions specified therein. The Aviation Director may declare the Permittee in default of this Permit for failure of the Permittee to comply with the requirements contained therein.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement covered by the County's Local Developing Business Plan at Miami International Airport.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and

rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Department of Environmental Resources Management. Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefor, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the

court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, he or his personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

17.02 Adjustment of Terms and Conditions: If at anytime during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

To the Permittee, care of the General Manager, and to:

G2 Secure Staff, LLC
400 E. Las Colinas Blvd., Suite 750
Irving, TX 75039

C/O: Mr. Daniel A. Norman, Jr. C

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

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

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee.

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium

rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Headings: The headings of the various Articles and Sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

18.16 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

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

18.18 Living Wage: The Permittee shall comply with Section 2-8.9 of the Code of Miami-Dade County, Ordinance No. 99-44, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Permit requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits, and that it shall comply with the administrative and records keeping required of the service contractor set forth in the order. The Permittee shall also ensure that its subcontractors comply with the order in respect to their employees.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Harvey Ruvin, Clerk

By:_____
Deputy Clerk

(COUNTY SEAL)

PERMITTEE: G2 SECURE STAFF LLC

By: _____
President

Daniel S. Norman, Jr
Print Name

Attest: _____
Corporate Secretary

(CORPORATE SEAL)

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

Michael B. Burks
Print Name

_____
Signature

Julia Gostic
Print Name

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)

NONEXCLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

made as of the _____ day of _____ in the year Two Thousand and _____.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Permittee: **Triangle Services of Florida, Inc.**
10 Fifth Street, (2nd Floor)
Valley Stream, NY 11581

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: The scope of services for these Permits will include, but may not necessarily be limited to, the following aeronautical services namely Ramp, Porter Assistance, Passenger Dispatching and Communications, Meteorological Navigation, Ticket Counter and Operations Space, Janitorial, Delayed Baggage, and Security Services for Commercial Aircraft Operators and Airlines at Miami International Airport as more specifically described in these documents, as more specifically herein.

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EXHIBIT M: Local Developing Business Program (Executed Forms from Successful Respondent)

DEFINITIONS

The following words expressions used in this Permit shall be construed as follows, except when it is clear from the context that another meaning is intended:

A. **AIRPORT** shall mean Miami International Airport.

B. **COUNTY:** Miami-Dade County acting through the Department. The term County as used in this Agreement may also mean the Miami-Dade County Board of County Commissioners.

C. **DEPARTMENT**: Miami-Dade County Aviation Department, a department of Miami-Dade County Government, sometimes referred to as MDAD or the Aviation Department, represented by and acting through the Director or his or her Designee(s).

D. **PERMITTEE(S)** shall refer to the successful Respondent or Respondents under the Request for Qualifications and who enter into a Permit Agreement.

E. **PERMIT** shall mean a non-exclusive general aeronautical services agreement between the County and the Successful Respondent, including all of its terms and conditions, supplemental conditions, associated addenda, attachments, exhibits, and amendments.

F. **LOCAL DEVELOPING BUSINESS** or **"LDB"** means: A business concern that is domiciled in the Local Area and that meets the revenue limitations, and that is owned and controlled by one or more individuals.

Permit No.	

NONEXLUSIVE GENERAL AERONAUTICAL SERVICES PERMIT, MIAMI INTERNATIONAL AIRPORT, MIAMI, FLORIDA

THIS PERMIT ("Permit") is issued as of the _____ day of _____ 20__, by THE BOARD OF COUNTY COMMISSIONERS of MIAMI-DADE COUNTY, FLORIDA, ("County"), to _____ a_____ corporation, authorized to do business in the State of Florida, ("Permittee") subject to the following terms and conditions, which the Permittee, by its execution hereof, hereby accepts.

ARTICLE 1
Term

1.01 Term: The County hereby grants to the Permittee, for a term commencing at 12:01 AM on _____2015 (the "Effective Date") and ending on _____, 2020, unless otherwise terminated or extended as may be provided for herein, the nonexclusive right, privilege and obligation to provide nonexclusive general aeronautical services, as more fully described in Article 2.02 hereof, at the Airport.

Notwithstanding the foregoing, in order to ensure that there is no disruption in services during the transition from the existing to the newly awarded Permittees, once the Board awards the Permit(s), the County will provide not less than a forty-five (45) calendar day cancellation notice in writing to the existing Permittees. During this cancellation notice period, the newly awarded Permittee shall acquire the minimum required ramp equipment at MIA, fully train all personnel, and obtain the necessary security clearances for all employees so that the Permittee may provide the Required and Optional Services commencing on the Effective Date. Failure to comply with the terms of this provision may result in the Proposer's forfeiture of the Proposal Guaranty and/or the County may take such other actions as provided by law. There will be no monetary payments during this transitional period for the newly awarded Permittee and no services shall be provided by the Permittee until the Effective Date of the new permits.

1.02 Extensions: The County reserves the right to extend this Permit for two (2) separate two (2) year extensions upon the terms and conditions contained herein In the event the County elects to extend this Permit, the County shall so notify the Permittee no later than three months prior to the termination date of this Permit or any extension thereof. In the event the County does not give such notice, this Permit shall terminate accordingly. The Permittee shall have the right to reject any such extension(s), in writing, to the County, within fifteen (15) calendar days following receipt of notice from the County, and, if so rejected, this Permit shall terminate as provided in Article 1.01 hereof or at the termination of any extension, as appropriate. Failure of Permittee to respond to County within the fifteen (15) calendar days period shall automatically constitute acceptance of the extension(s).

1.03 No Lease or License: The rights granted by this Permit are exclusively limited to the Permittee's right and privilege to do business at the Airport in the manner specifically

indicated herein. Nothing in this Permit shall be, or be construed to be a lease or license to the Permittee of any real or personal property of the County. Any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

1.04 Nonexclusive Permit Rights: The rights granted by this Permit are nonexclusive and in no way prevent the County from authorizing the sale or offering of additional or competitive services, products or items by other permittees or others at the Airport, or the issuance of similar permits using a similar competitive process as that used in selecting the Permittee hereunder, or the issuance of a permit for the provision of services as authorized hereunder without such competitive process. The Permittee expressly acknowledges that the County may grant additional similar permits, that the airlines operating at the Airport have the right to serve themselves and their partners, and that certain of the covenants, terms and assurances of Federal Aviation Administration grant agreements (See Articles 4.03 and 18.05 hereof) prohibit the granting of exclusive rights to anyone for the provision of the services described herein. The Permittee shall have no right hereunder to any other permit, concession or lease of space that may be made available by the County. Nothing contained herein shall grant the Permittee the rights or privileges of a "Fixed Base Operator" providing services similar to those described herein to "general aviation" aircraft.

1.05 RFQ Incorporated: The Permittee acknowledges that it has submitted to the County a qualification statement for the operation under this Permit, as required by the Request for Qualifications MDAD-14-02 Documents (the "RFQ") relating to the award of this Permit, and that said qualification statement of the Permittee as well as all covenants and commitments of Permittee in its responses to the RFQ, not inconsistent with the terms of this Permit, which the County has relied upon in the award of this Permit, is hereby incorporated in this Permit by reference.

1.06 County's Amendment of Ground and Cargo Handling Service Policies: Permittee acknowledges that the County has amended or is in the process of amending the current Ground and Cargo Handling Services Policies, contained in Tab B and Tab C, respectively of the Airline Use Agreement as such policies apply to airlines operating at Miami International Airport. Permittee acknowledges and accepts such amendments and agrees that such amendments will not conflict with Permittee's obligations and rights under this Permit.

ARTICLE 2
Rights, Privilege and Obligations

2.01 General Rights and Privileges: Subject to the conditions contained herein, the Permittee shall have the following rights and privileges:

(A) The general use, in common with others, of nonexclusive and common use public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, (including airfield access) to be used by the Permittee in connection with the services it provides pursuant to this Permit. For the purpose of this Permit, "public Airport facilities" shall include, but not be limited to, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, the Terminal Building and other public facilities appurtenant to said

Airport, not specifically leased to, under the contractual control of, or used by others or restricted from use or in types of use by signs, regulations or operational directives of the Department.

(B) The right of ingress to and egress from such nonexclusive or common use public Airport facilities and improvements over and across public roadways serving the Airport and non-leased areas on the Airport by the Permittee.

(C) Terminal And Ground Transportation Improvement Program: During the term of this Permit, Permittee acknowledges that the County will be undertaking a Terminal and Ground Transportation Improvement Program that will include airline relocations, changes in access to the Terminal Building and concourses, construction of new concession spaces and other improvements that may affect permit operations in the Terminal Building. The Terminal and Ground Transportation Improvement Program may or may not affect the operation of the Permit, and MDAD will make reasonable efforts to minimize the inconvenience and business interruption that will result from such construction programs. **NEITHER MDAD NOR THE COUNTY ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY RESULTING INCONVENIENCE AND BUSINESS INTERRUPTION AND PERMITEE SHALL HAVE NO CLAIM UNDER ANY CIRCUMSTANCES AGAINST THE COUNTY FOR INCONVENIENCE, INTERRUPTION TO OR LOSS OF BUSINESS, OR IMPOSSIBILITY OF BUSINESS OPERATIONS THAT RESULT FROM SUCH PROGRAMS.**

2.02 Required and Optional Aeronautical Services:

(A) Required Services: The Permittee shall have the nonexclusive right to provide and the obligation to offer to provide, under separate written contract(s) with commercial aircraft operators and airlines, the following aeronautical support services in which it has evidenced experience by its Qualification Statement, subject to the limitations and conditions contained herein, at any location on the Airport.

1. Ticket Counter and Operations Services – Providing for the handling of passengers at the ticket counters, including the furnishing of linguists as required for the assistance of passengers, the sale and verification of tickets, weighing of baggage, and the operation of an information, communications, and operations office for the air carriers with whom the Permittee has contracted to supply such services. Any servicing of air carriers on the ticket counters and the use of baggage makeup units will require that the Permittee utilize the Department's Common Use Terminal Equipment ("CUTE") and abide by the Department's Ticket Counter Allocation Policy. The Department will enter into a separate agreement with the Permittee, at prevailing multi-user rates, when such ticket counter space is made available by the Department and leased to the Permittee. The Permittee must use the Department's Local Departure Control System (LDCS) when servicing air carriers on ticket counter space made available by the Department and leased to the Permittee.

2. Passenger Services – Preparing baggage and cargo clearance documents, arranging in-flight meals with persons or companies authorized by the Department to provide such meals, and providing assistance to disabled passengers. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities including but not limited to applicable requirements of the ADA and the Air Carriers Act.
3. Ramp Services - Towing of aircraft, positioning of aircraft, the safe and efficient loading and unloading of passenger, cargo, baggage, and mail to and from aircraft at the Terminal Building area or at hardstand positions (unless otherwise specifically authorized in the Permit), cleaning of aircraft (including cabin services stocking and restocking), delivery of cargo, baggage, and mail to and from aircraft as well as to other locations on the airport authorized by the Department, providing aircraft utility services such as air start and cabin air, as well as the guiding of aircraft into and out of airport loading and unloading positions.
4. Porter Assistance Services - Handling and transportation, through the use of porters or other means, of baggage and other articles of passengers of contracting airlines or aircraft operators, upon request of the passengers, in the public access areas of the airport terminal building, concourses, and gates. Wheelchairs, including wide and aisle wheelchairs must be available upon request. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.
5. Dispatching and Communications Services - Providing ground-to-aircraft radio communication services, issuing flight clearances, sending and receiving standard arrival, departure, and flight plan messages with appropriate distribution of received messages, as well as the calculation of fuel loads and take-off/landing weights for aircraft.
6. Meteorological Navigation Services - Providing weather information based on the analysis and interpretation of the latest charts, providing prognostic weather charts, and providing information for en-route aerial navigation as specified in Aircraft Dispatcher FAA Requirements, 14 CFR Part 65.

Permittee shall incorporate an ongoing program related to recruitment, selection, promotion and training of Permittee staff. Training should include customer service, sensitivity training, and quality control. Permittee will be required to have all employees dealing directly with the public (passengers, customers, etc.) to complete the Miami Begins with Me Customer Service Champion Program, provided by the Greater Miami Convention & Visitors Bureau, through Miami Dade College School of Continuing Education & Professional Development (305-237-7494) or at npineda@mdc.edu).

(B) Optional Services: The Permittee shall have the nonexclusive right to provide and the option of offering, under separate written contract(s) with commercial aircraft operators and airlines, the following support services subject to the limitations and conditions contained herein:

1. Providing personnel, equipment, and materials to clean the exclusively leased facilities of air carriers with whom the Permittee has contracted to provide the aeronautical services authorized herein. Cleaning service items include, but are not limited to, floors, walls, window, furniture, fixtures and disposal of waste. All waste disposal receptacles shall be of a type and located in areas approved of in writing by the Department prior to installation.
2- Providing delayed baggage services for air carriers and aircraft operators, subject to the operating rules and regulations of the Department for such service providers.
3- Providing security services to include, but not limited to, positive bag check in the baggage claim areas.
4- Providing non-ramp cargo services to include cargo acceptance, cargo documentation of airway bills, cargo freighter ramp handling. Note: In-warehouse cargo handling operations require a separate permit and are not allowed under GASP services offered hereunder. This prohibition does not apply to GASP services for passenger aircraft at hardstand positions assigned by MDAD's Airside Division.

(C) Minimum Equipment Requirements: The Permittee must have and maintain on the Airport premises the minimum required ramp equipment is as follows:

Equipment	Quantity
Air Conditioning Units	4
Air Starts	2
Belt Loaders	8
Carts	20
Dollies	20
Pallet Dollies	4
High-Lifts	2
Pay Movers	4
Tractors	4
Truck Lavatories	2
Stair Truck	1
Cargo Loaders	4
Container Loaders	2
Ground Power Units	2
Water Truck (250 gallons)	1
Tow Bars	Sufficient to handle the aircraft for which Permittee is responsible under Permittee's contract with its clients.

All equipment must be in good working condition in accordance with the requirements set forth in Miami-Dade County Code, Chapter 25, and be suitable for the services required in this Permit.

(D) Amendment of Permittee Obligations: In recognition that the nature of the aviation industry is rapidly changing and that new technology and operating methods and practices may evolve during the term of this Permit, the Department may, in writing, amend the description of required and optional services, contained in Subsection (A) and (B) above, and authorize and require additional aeronautical services not contemplated or known as of the date of this permit.

2.03 Air Carrier Contracts: The Permittee shall provide upon the request of the Department copies of any, or all contract(s), and any subsequent amendments thereto, with air carriers and aircraft operators for the provision of services described herein at the Airport. The Permittee may, for the purposes of this Article, redact the fees and prices in such contracts. However, this shall not limit the right of the Department to require the Permittee to provide schedules of service charges and the like pursuant to Article 4.02 and 4.03 hereof. The requirement to provide copies of contracts shall not apply to service provided on a casual or occasional basis to itinerant, non-regular users of the Airport.

2.04 Financial and Operating Integrity of all Permittees: The Permittee acknowledges and agrees that the Department has the right to assure that a sufficient number of permittees are providing the services allowed hereunder to air carriers requiring such services, and that the Department has a legitimate interest in assuring the financial and operating integrity of all such permittees. Therefore, the Permittee agrees that if the Permittee's reported Gross Revenues, equals or exceeds fifty percent (50%) of the reported Gross Revenues of all aeronautical services Permittees for three (3) consecutive calendar months, the Department shall have the right to review any records or reports of the Permittee including payroll records, financial statements and the like to determine its financial operating integrity and compliance with the terms and conditions of this Permit. In the event it is determined by the Department that the Permittee is engaging in any predatory or collusive action in violation of the terms and conditions of this Permit, the Department may prescribe such corrective action necessary by the Permittee to correct the identified problem or may institute default action under Article 11.05 hereof.

ARTICLE 3
Payments and Reports

3.01 Not Used

3.02 Percentage Fees: As part of the consideration for this Permit, the Permittee, as consideration for the rights and privileges granted the Permittee herein shall on a monthly basis report and pay the County the amount of seven percent (7%) of the monthly Gross Revenues, as defined in Article 3.06, derived from operations under this Permit during the prior month. The Permittee shall report and pay such amount, plus any applicable State sales taxes, as required by law, to the County by the twentieth (20th) calendar day of the month following the month in which the Gross Revenues were received or accrued at the address in Article 3.07. Payments to the County shall be made in U.S. funds without billing or demand. For the purpose of Article 3.04 below, the percentage fees payable on any unreported Gross Revenues, determined by the annual audit provided for in Article 3.11, are considered due by the twentieth (20th) calendar day of the month following the month during which such unreported Gross Revenues were received or accrued.

3.03 Utilities, Equipment, Facilities and Services: To the extent the Permittee makes use of common utilities, equipment, facilities and services of the County, the Permittee shall be liable for all use charges and other fees applicable thereto as established from time to time by the County. For any customer of the Permittee which has not separately established a credit account for direct payment of such charges to the County, the Permittee shall be responsible for collection of such charges from the customer, including but not limited to landing fees,

concourse use charges, security charges, baggage claim use charges, and loading bridge charges, and payment to County of the amount so collected. The Permittee may retain 5% of the monies so collected, but the Permittee shall be separately obligated for payment to the County of such amounts even though the Permittee may not be able to collect such amounts from its customer. Monies collected by the Permittee and paid to the County and monies retained by the Permittee, pursuant to this provision, shall be excluded from Gross Revenues. Payment shall be due and payable as shall be established by the Department.

3.04 Late Reporting and Payment Charge: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (Currently set at 1.5% per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. In the event the Permittee fails to submit the monthly report by the twentieth (20th) calendar day of the month, a penalty fee of Fifty Dollars ($50.00) per day for each calendar day following the report due date until the report is received by the Department shall be imposed, up to a maximum of Seven Hundred Fifty Dollars ($750.00) per violation. The right of the County to require payment of such interest and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provided by law.

3.05 Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Permit, the Permittee shall incur and pay a service fee of Twenty-five Dollars ($25.00), if the face value of the dishonored check or draft is Fifty Dollars ($50.00) or less, Thirty Dollars ($30.00), if the face value of the dishonored check or draft is more than Fifty Dollars ($50.00) and less than Three-hundred Dollars ($300.00), Forty Dollars ($40.00), if the face value of the dishonored check or draft is Three-hundred Dollars ($300.00) or more, or Five Percent (5%) of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Permit be made by cashier's check or other means acceptable to the Department.

3.06 Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds. The following shall apply to the definition of "Gross Revenues":

(a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:

I. Fees and charges imposed by Permittee upon its customers;

II. Opportunity or percentage fees collected by the Permittee from its customers, including any "pass-through" charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;

III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the seven percent (7%) Opportunity Fee on any uncollected charges to Permittee's customers; and

(b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee's services under this Permit and recover from the Permittee 7% of such imputed value.

The Permittee may retroactively adjust previously reported Monthly Gross Revenues Report to reflect the uncollected portion of pre-petition debts incurred by it from an air carrier which has filed for bankruptcy, provided that such adjustment be separately noted and explained on the Monthly Statement required by Article 3.10 hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U.S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U.S. Bankruptcy Court stamp showing the filing date.

3.07 Payment Address: All payments required from the Permittee pursuant to this Permit shall be due and payable at the following locations:

Payments Address: All payments required from the Permittee by this Permit shall be due as follows:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, FL 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.08 Payment Security: The Permittee shall provide the County, and shall keep in full force and effect during the term of this Agreement, an irrevocable letter of credit or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the County,

for the payments required hereunder, in an amount equal to $70,000.00, adjustable annually to equal 25% of the total payments made in the previous year by the Permittee to the County. The Department may draw upon such payment security instrument, if the Permittee fails to pay the fees and charges required within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.

3.09 Records and Reports: The Permittee shall keep in Miami-Dade County, during the term of this Permit, all books of account, records and reports customarily used in this type of operation necessary to report Gross Revenues and to calculate the percentage fee payments payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Permit. All monies collected hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Department of the County or auditors of the State of Florida), prior to commencement of operations hereunder. Subsequent recommendations for changes, additions or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Permittee when requested by the Department. The auditors of the County shall be permitted, during normal business hours, to audit and examine all books of account, records and reports relating to operations of the Permittee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Permittee shall not be required to retain such records in Miami-Dade County, Florida for more than five years after the end of each annual period of this Permit nor for more than three years following termination of this Permit.

The Permittee shall, within thirty (30) calendar days after the receipt of a billing from the County, based on an audit, remit to the County the percentage of unreported or underreported Gross Revenues and late charges as determined by such audit above-mentioned, if applicable. Prior to billing by County, Permittee shall be given fifteen (15) calendar days to comment in writing on any audits, pursuant to this Article failure of the Permittee to submit such written comments within the time limit specified shall constitute acceptance of the audit findings so made.

3.10 Monthly Statement Required: On or before the twentieth (20th) day following the end of each calendar month through the term of this Permit, the Permittee should furnish to the Department a certified statement of monthly Gross Revenues and Local Developing (LDB) Participation (Exhibit A pages A-1 thru A-4) derived from the operation of the Permit for the preceding calendar month (Monthly Statement).

3.11 Annual Audit: Within ninety (90) calendar days of each anniversary of the commencement date of this Permit and within ninety (90) calendar days following its termination, the Permittee shall provide to the Department on an annual (or portion thereof) basis, at its sole cost and expense, an audit report of monthly Gross Revenues, as defined under Article 3.06 of this Permit containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit K, "Independent Audit Report", shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Permit, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a

management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Permit. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Permit for the period of examination. Each audit and examination shall cover the period of this Permit. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Permitee shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department as stated in Sub-Article 3.09 together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.04.

3.12 Right to Audit: The Department and the auditors of the County shall have the right, without limitation, at anytime during normal working hours, to inspect, review, verify and check all or any portion(s) of the procedures of the Permittee for recording or compiling Gross Revenues information by shift, day or month and to audit, check, inspect and review all books of account, records, reports and other pertinent information as may be determined to be needed or desirable by the Department. The right of the Department to inspect, review, verify and check records of the Permittee shall extend to all administrative and operational facilities used by the Permittee in connection with its operations hereunder, whether on or off the Airport, whether leased from the County or not.

3.13 Revenue Control Procedures: Notwithstanding anything to the contrary contained herein, the Permittee shall comply with revenue control procedures, established from time to time by MDAD.

3.14 Timely Payment: The Permittee shall comply with Ordinance 94-40 and Administrative Order No. 3-19 providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Permittee to issue prompt payments and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Permittee to issue prompt payment to small businesses or to adhere to its dispute resolution procedures may be cause for suspension, termination, and debarment in accordance with the terms of the County contract or Public Health contract and debarment procedures of the County. Payment of undisputed invoice by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance," Section 2-8.1.4 of the Miami-Dade Code.

3.15 Aviation Fee Sales Ticket Account: Permittee shall establish an Aviation Fee Sales Ticket Account with MDAD's Finance Division so as to assure the proper invoicing to and payment by Permittee for airline charges payable by Permittee.

ARTICLE 4
Standards of Operation

4.01 Quality of Services: The Permittee shall furnish the services required and authorized, pursuant to Article 2.02 hereof, on a good, prompt, safe, and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Services shall also be provided in a manner to comply with the County's obligations under Title II of the ADA and the

provider's obligations under Title III of the ADA, as well as any applicable provisions of the Air Carriers Act. Staff assisting passengers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding people with disabilities, including but limited to applicable requirements of the ADA and the Air Carriers Act.

4.02 Nondiscriminatory Prices of Services: The Permittee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Permittee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the services of the Permittee.

4.03 County's Obligations: The Permittee, in recognition of the County's obligation pursuant to Section 22 of the Federal Aviation Administration's standard grant assurances, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and to monitor and test the provision of services hereunder and may require the Permittee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Permittee is not in compliance with the provisions of Articles 4.01 and 4.02 above, the first such occurrence shall be considered a curable default, pursuant to Article 11.05 hereof, and subsequent occurrence(s) may be considered noncurable defaults, pursuant to Article 11.06.

4.04 Motor Vehicles: The Permittee shall provide the Department, and maintain current at all times, a list of all mechanical and motorized equipment and vehicles, including the number of each, used by the Permittee in providing the services hereunder. All such equipment and vehicles shall be prominently identified as those of the Permittee. The Department may require special identification, equipment such as radios, and special permits for such equipment and vehicles which are used or operated on the Air Operations Area ("AOA") of the Airport.

All vehicles and equipment of the Permittee, pursuant to this Article 4.04, shall at all times comply with Aviation Department regulations as provided for under Chapter 25, Code of Miami-Dade County, Florida. The Department shall have the right but shall not be obligated to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating condition. The Department shall further have the right to require removal from the AOA of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be unsafe or which may cause environmental damage. The Department shall have no liability to the Permittee for such removal.

4.05 Other Operational Equipment: The Permittee shall also provide the Department, and maintain current at all times, a list of all non-motorized equipment (not covered by Article 4.04 above), including the number of each, used by the Permittee in providing services hereunder. Such list shall include, but not be limited to, items such as cargo and baggage carts both for airfield and porter usage. The Department shall have the right from time to time to publish reasonable standards for such equipment and to require Permittee to maintain or modify such equipment to comply with such standards and, if the Permittee fails to correct deficiencies after reasonable notice, to prohibit the further use of same on the Airport.

4.06 Quiet Enjoyment of Others: The Permittee shall control the actions of its employees, agents, subcontractors authorized by the Department and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the services hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

4.07 Storage of Vehicles and Equipment: The Permittee shall park or store vehicles and equipment only in areas approved by the Department or in areas leased to the Permittee for such purpose, when and if available.

4.08 Spill Prevention Control and Countermeasures Plan (SPCC): The Permittee shall submit copies of the following documents to MDAD Environmental Engineering for review and approval prior to the issuance of this Permit by MDAD:

a. Spill Prevention Control and Countermeasure Plan (SPCC)

This plan needs to address how the Permittee handles or intends to handle spills, leaks, discharges, releases, etc. resulting from the operation of their vehicles: motorized and non-motorized equipment; from broken/damaged containers in their baggage/cargo handling equipment; and as result of other incidents. Although the majority of the incidents relate to fuel and other mechanical equipment fluids; some incidents could span the spectrum from toxic gases to radioactive materials.

This plan shall also include who the Permittee's Designated Emergency Response Provider(s) are, usually incorporated by the operating company in this type of plan. The Designated Emergency Response Provider(s) must have Airside access before permitted Permittee(s) may commence operations or permitted Permittee(s) need to agree to reimburse MDAD for emergency response expenses incurred as a result of their operations, while their Emergency Response Provider(s) obtain the required Airside permits.

The Permittee shall follow these plan requirements as provided in this sub-article and update them annually or earlier, as required by the Department.

4.09 Certifications and Designations: Permittee must possess and maintain throughout the term of the Agreement and any Extensions thereof, the following certifications or designations, and provide proof of such to the County:

a) International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO designation and;

b) Federal Aviation Administration (FAA) Aircraft Dispatcher certifications for all employees performing meteorological, navigation and dispatching services and;

c) All other certifications required by federal, state, or local law or requirements.

Any fines levied by the above mentioned authorities because of inadequacies to comply with this requirement shall be borne solely by Permittee.

ARTICLE 5
Personnel

5.01 General Manager: The Permittee shall hire and assign a full-time General Manager to be on the Airport during normal working hours and such other managers and supervisors as may be required. The General Manager shall be qualified and experienced in the management and control of the services required to be performed hereunder. The General Manager shall be delegated sufficient authority to insure proper performance by the Permittee, in accordance with the terms and conditions of this Permit and to accept service of all notices provided for herein.

5.02 Appearance: The Permittee shall properly control its employees, who shall present a clean, neat and professional appearance at all times, discharge their duties in a cooperative, courteous and efficient manner, and be suitably uniformed, and shall require all personnel to wear visibly on their person, at all times while on duty, a distinctive name tag identifying the individual by name, employee number and title, if appropriate, and as an employee of the Permittee and the Department issued identification badges pursuant to Article 5.03 below.

5.03 Restricted Area Access – Identification: The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Permittee's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to employees. The Permittee shall be responsible for the return of the identification badges of all personnel transferred or terminated from the employ of the Permittee or Airport assignment and upon termination of this Permit. The Permittee shall promptly report to MDAD the names of all persons who were employed by the Permittee from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Permittee, the Permittee shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons not successfully passing the federally mandated CHRC.

5.04 Security and Airfield Operations Area: Permittee acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Permittee's work at the Airport. Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Permittee and shall involve no additional cost to MDAD. All such security measures by the Permittee shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Permittee of all security related amendments that impact the Permittee's operation.

5.04.1 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Permittee manuals prepared by the Permittee and its Sub-contractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release

of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Permittee represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement, which certifies the Permittee and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or Permittee who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this sub-article, the Permittee agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Permittee and its Sub-contractor(s) that will be involved in the project shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.
2. The Permittee and its Sub-contractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

5.04.2 MDAD authorized identification badges will be issued to all Permittee employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

5.04.3 The Permittee shall be responsible for requesting MDAD to issue identification badges to all employees whom the Permittee requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Permittee or upon final acceptance of the work or termination of this Agreement. Permittee will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

5.04.4 All employees of the Permittee and its Sub-contractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Permittee. MDAD Security and Safety Division shall provide the identification badges to the Permittee. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD, at the time of application for the identification badge before an identification badge is issued.

5.04.5 Ramp permits will be issued to the Permittee authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-contractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Permittee owned vehicles or to Permittee leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

5.04.6 All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

5.04.7 Before the Permittee shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Permittee shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

5.04.8 The Permittee agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Permittee or Sub-contractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing under the procedures set forth in an Operational Directive or other policy document issued by the Aviation Director regarding such a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

5.04.9 The Permittee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

5.04.10 The Permittee understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

5.04.11 The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Permittee in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which, shall be borne entirely by the persons and/or the Permittee.

5.04.12 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Department shall notify the Permittee, in writing, of all security related amendments.

5.04.13 The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD, CBP, or appropriate federal agencies may require.

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

5.04.15 AOA Security at GAAs: The Permittee and its Sub-contractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Permittee is performing work at a GAA.

5.04.16 Notwithstanding, the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

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

5.05 Alcohol and Drug Testing: The Permittee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Permittee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessees, Permittees, Licenses, etc.) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Permittee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol of drugs. Further, to the extent permitted by law and/or contract, the Permittee shall establish a program for the random alcohol and drug screening of all its employees who are authorized, pursuant to other provisions of this Permit, to operate any type or kind of motor vehicle on the AOA. The Permittee shall make reasonable good faith efforts to try to negotiate amendments to any existing contract(s) which may service as a bar to the Permittee's implementation of its obligations hereunder. Notwithstanding the above, the Permittee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5.06 Special Programs: The Permittee shall ensure that all employees so required participate in such safety, security and other training and instructional programs as the Department or appropriate Federal agencies may from time to time require.

5.07 Federal Agencies Right to Consent: The Permittee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies and any bonding requirements as may be imposed by such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee on the Airport.

5.08 Use of Public Facilities: The Permittee acknowledges and agrees that the County has provided certain facilities, such as, but not limited to, seating areas, holdrooms and restrooms in the Terminal Building, public parking and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Permittee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be, in contact with the traveling public, those providing passenger services, and those doing so as part of regular assigned duties.

5.09 No Passenger Referrals: The Permittee shall not permit its employees to enter into any agreements, understanding, arrangements or contracts, whether written or oral, relative to the referral of passengers, and other Airport users to hotels, restaurant, shops or services, off the Airport. The acceptance by an employee of any form of compensation, whether in cash or in kind, from and of airport enterprise and the possession of referral cards for such enterprises shall be prima facia evidence of a violation of this provision.

5.10 Permittee's Failure to Control Employees: In the event the Permittee is in default of the covenants in Articles 5.08 or 5.09 above for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Department shall have the right to confiscate the employee's Airport identification, to require the Permittee to remove from employment at the Airport those employees who have individually violated the covenants of Article 5.08 and/or 5.09 and to take action pursuant to Article 11 hereof.

5.11 Employment Eligibility Verification (E-VERIFY): Permittee is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Permittee under this Agreement. Contractor shall incorporate this requirement into all of its subcontracts as well.

5.12 First Source Hiring Referral Program ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Permittee, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Permittee is free to fill its vacancies from other sources. Permittee will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Management performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/ or by contacting the SFWIB at (305) 594-7615, Extension 407 (see Exhibit G).

ARTICLE 6
Damage to Airport Facilities

Permittee shall promptly repair any damage to any Airport facilities caused by the Permittee, its employees, agents, contractors, or subcontractors. If Permittee fails to do so within the time prescribed by the County in its notice to Permittee (and such notice may be in writing by email or otherwise, or orally by telephone or personal meeting), the County shall be entitled to make such repairs. In such event, the Permittee shall pay to the County, within ten (10) days of billing by the Department, the costs, plus 25% for administrative costs, of repairing any damage to any Airport facilities, which shall include, without limitation, buildings, fences, paving, unclean or unkept areas used by the Permittee and removal of accumulated trash on the Airport, which the Department has reasonable proof giving it cause to believe that such was caused by the actions, inactions or neglect of the Permittee, its employees, agents or authorized subcontractors.

ARTICLE 7
Assignment and Subcontractors

7.01 Assignment: The Permittee shall not assign, transfer, pledge or otherwise encumber this Permit or any of the rights contained herein, without the express written approval of the Department which the Department, in its sole discretion, shall have the power to give.

7.02 Ownership of Permittee: Since the ownership, control, experience and key managerial personnel of the Permittee were material considerations to the County in the award and the entering into of this Permit, the Permittee shall take no actions which shall service to transfer or change the structure, ownership or control of the business entity of the Permittee without the written approval of the County.

7.03 Subcontractors Prohibited from Contracts with Airlines: Only the Permittee may contract for services hereunder directly with commercial aircraft operators and airlines. Subcontractors are specifically prohibited from direct contracts with commercial aircraft operators and airlines, such provision is to be specifically included in all agreements between the Permittee and its subcontractor. Further, the Permitee shall, within fifteen (15) calendar days after the award of this Permit, provide the MDAD Properties Division with copies of any and all subcontracts the Permitee has entered into related to this Permit.

ARTICLE 8
Local Developing Business (LDB) Participation

8.01 Obligation of Permittee: The Permittee shall maintain contract measures of a LDB overall goal of **sixteen percent (16%)** for certified LDBs. The LDB contract measures may be achieved by partnership, joint venture, or subcontracting goods and services. The contract measures will be computed as a percentage of gross revenues. The Permittee may subcontract some of the goods and services required or authorized herein (except for cargo handling services) to LDB firms in accordance with the LDB Plan attached in the Exhibit M. The Permittee shall remain fully liable for the actions and performance of such subcontractors. All subcontracts must be in accordance with the terms and conditions of this Permit and shall be submitted for approval by the County.

8.02 Obligation of LDB Subcontractor: The LDB subcontractor shall maintain its LDB status during the term of this Permit by the annual renewal of its LDB certification and ground/passenger service trade category by the Miami-Dade Internal Services Department, Small Business Development Division.

8.03 LDB Certification: To qualify as a LDB subcontractor or LDB vendor for participation under this Permit, the entity must be certified by the Miami-Dade Internal Services Department Small Business Development Division in the trade category relating to the services or goods to be provided.

8.04 Sanctions for Violations: If at any time MDAD has reason to believe that the Permittee is in violation of its obligation under the LDB Program (Exhibit M), or has otherwise failed to comply with the LDB Program, MDAD may, in addition to pursuing any other available

legal remedy, commence proceedings to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due to the Permittee until such time as the issues concerning the Permittee's Compliance are resolved.

2. The termination or cancellation of the Permit in whole or in part, unless the Permittee demonstrates within a reasonable time its compliance with the terms of the LDB Provisions.

3. The denial to the Proposer of the right to participate in any further contracts awarded bythe County for a period of not longer than three (3) years.

No such sanctions *shall* be imposed by the County upon the Permittee except pursuant to a law hearing conducted by the Compliance Monitor and/or Director, or as required by applicable law.

ARTICLE 9
Indemnification

The Permittee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, contractors, or subcontractors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 10
Insurance

10.01 Insurance Requirement: In addition to such insurance as may be required by law, including but not limited to Workers' Compensation Insurance, the Permittee shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Permit.

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than $10,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.

(b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.

2. $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.

10.02 Quality of Insurance Company: All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size according to the latest edition of Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the written approval by MDAD's Risk Management Unit.

10.03 Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.

10.04 Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.

10.05 Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

10.06 Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Permittee agrees to permit such inspection at the offices of the Department.

10.07 Personal Property: Any personal property of the Permittee, or of others, brought to the Airport shall be at the sole risk of the Permittee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

10.08 Additional Insurance: In addition to the above, the Permittee understands and agrees to additional insurance requirements (including higher levels of insurance and types of coverage) that may be required either by the Department from time to time or under separate Field and Other Lease Agreements that the Permittee will execute.

ARTICLE 11
Termination by County

11.01 Automatic Termination:

(A) The County shall have the right to terminate the Permit granted herein upon three (3) days written notice to the Permittee for either of the following defaults:

1. The discontinuance of Permittee's activities or operations under the Permit granted herein for a period of time exceeding three consecutive calendar days other than for labor stoppages or Acts of God;

2. The Permittee's failure in any consecutive twelve (12) month period to generate gross revenues under the Permit in an amount greater than fifty percent (50%) of Permittee's gross revenues generated in the prior twelve (12) month period; or

3. The Permittee's failure to comply with any provision of this Permit and failure to cure such default within the time period set forth in the County's notice to Permittee of such failure.

(B) For a termination for a default by Permittee under Article 11.01(A)(1), the County may waive its right to terminate this Permit based on good cause shown by the Permittee. The County's determination in this regard shall be at its sole discretion.

(C) For a termination for a default by Permittee under any provision of this Article 11, the County shall have the right to issue a Permit to another acceptable Permittee so as to bring the total number of actively performing GASP permittees to a level that is satisfactory to the County. Such Permitteee may be an entity that had submitted a response to the Request for Qualifications applicable to the Permit hereunder or may be any other entity determined by the County to be either an acceptable replacement for the terminated Permittee hereunder or an additional Permittee. If the County later re-instates the Permittee hereunder so that Permittee resumes its operations under this Permit, County may allow such other acceptable Permittee to continue performing under its permit, at the County's discretion.

11.02 Payment Defaults: The County shall have the right, upon five (5) calendar days written notice to the Permittee, specifying the amount of payment in default, to terminate this Permit whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if the Permittee makes the required payment within the notice period.

11.03 Audit Default: The inability or failure of the Permittee to provide the County with an unqualified certified audit, pursuant to Article 3.11 of this Permit, shall constitute a

noncurable default and in such event the County shall have the right to terminate this Permit, upon seven (7) calendar days written notice to the Permittee.

11.04 Insurance and Bonds Defaults: The County shall have the right, upon seven (7) calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to provide evidence of insurance coverage in strict compliance with Article 10 hereof, the payment security required in strict compliance with Article 3.08 hereof, or fails to provide a renewal of said evidence of insurance, payment security or Bond upon their expiration; provided, however, that such termination shall not be effective if the Permittee provides the required evidence of insurance coverage, payment security or Bond within the notice period.

11.05 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Permittee, to terminate this Permit upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

(A) Nonperformance of any other covenants of this Permit (especially the Permittee's obligation to provide safe and efficient Required Services under Article 2.02(A)) other than the covenants to pay the Percentage Fee, and fees and charges when due and the covenants to provide required evidence of insurance coverage and security payment.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Criminal Conviction Disclosure: As a condition of receiving a County contract, the Permittee was required to disclose certain information consistent with County Ordinance No. 94-34. As such, following contract award, if a principal of the contracting entity is convicted of a felony, the County may terminate the contract.

(D) The County may terminate or suspend the operation of this Permit if the Permittee fails to (i) obtain the International Air Transport Association (IATA) Safety Audit for Ground Operations (ISAGO) designation within twelve (12) months after the Effective Date, (ii) fails to maintain and revalidate the ISAGO designation every two (2) years as required by IATA, or (iii) fails to obtain the ISAGO designation within six (6) months of the Effective Date if Permittee has an ISAGO designation at any other airport but not at MIA. Notwithstanding the foregoing, the Department may extend the foregoing deadline dates for good cause shown.

11.06 Habitual Default: Notwithstanding the foregoing, in the event that the Permittee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Permittee, regardless of whether the Permittee has cured each individual condition of breach or default as provided in Articles 11.03, 11.04 and 11.05 herein above, the Permittee shall be determined by the Director of the Department to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Permittee a written notice, advising of such determination and citing the circumstances therefor. Such notice shall also advise the Permittee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all

previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Permit. In the event of any such subsequent breach or default, the County may terminate this Permit upon the giving of written notice of termination to the Permittee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder, shall be payable to said date, and the Permittee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Permittee shall discontinue its operation at the Airport, and proceed to remove all its personal property from the Airport in accordance with Article 16 hereof.

11.07 Termination for Convenience: Following the third (3rd) anniversary of the date of this Permit, the County shall have the right to terminate this Permit upon one hundred eighty (180) days' notice provided to Permittee and all other Permittees providing general aeronautical services under Permits similar to this Permit. Upon such termination, Permittee shall comply with Article 16. Permittee shall not be entitled to any compensation as a result of any termination for convenience.

ARTICLE 12
Termination by Permittee or County

12.01 Termination by Permittee or County: This Permit shall be subject to immediate termination, upon the delivery of notice by one party to the other, in the event of any one or more of the following events:

(A) The permanent abandonment by the County of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such manner as to substantially restrict the Permittee from providing the services required hereunder, for a period in excess of ninety (90) consecutive days; provided, however, that nothing continued herein shall be deemed to constitute a waiver by the Permittee of any claim it may have against the United States to just compensation in the even of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

12.02 Termination by Permittee: This Permit shall be subject to termination by the Permittee because of any default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of ninety (90) consecutive calendar days after receipt of written notice from the Permittee.

ARTICLE 13
Nondiscrimination and Affirmative Action Programs

13.01 Employment Discrimination: The Permittee shall ensure that all employees are able to enjoy a work environment free from all forms of discrimination, including harassment, on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital

status, familial status or sexual orientation. The Permittee shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation. Such actions shall include, but not be limited to, the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Permittee shall comply with applicable provisions of the Americans with Disabilities Act, including but not limited to provisions pertaining to employment (42 U.S.C. 12101).

13.02 Nondiscriminatory Access to Premises and Services: Permitee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Permittee's services hereunder or the use of the Premises; (2) that Permittee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Permittee shall obligate their Subcontractors and sub-consultants to the same nondiscrimination requirements imposed on the Permittee and assure said requirements are included in those sub-agreements.

13.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Permittee has breached the nondiscrimination covenants contained in Articles 13.01 and 13.02 above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Concessionaire fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Permit as if this Permit had never been made or issued.

The Permittee agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

13.04 Affirmative Action and Procurement Programs:

(A) The Permittee acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs as such provisions may be amended from time to time, are applicable to the activities of the Permittee under the terms of this Permit, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation. These requirements may include, but not be limited to, the compliance with Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies and the submission of various reports. In the event it has been determined, in accordance with applicable regulations, that the Permittee has defaulted in the requirement to comply with this section, and the Permittee thereafter fails to comply with the sanctions and/or

remedies then prescribed, the County shall have the right, upon written notice to the Permittee, to terminate this Permit pursuant to Article 10.05 hereof.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(B) **County Ordinance 98-30 Requiring Certain Entities Contracting With The County Demonstrate That Their Employment And Procurement Practices Do Not Discriminate Against Minorities And Women**

Entities with annual gross revenues in excess of $5,000,000 have substantial workforces and purchase substantial amounts of goods and services, and discriminatory practices by such entities against minorities and women and against businesses owned by minorities and women can have substantial injurious impact. The Board of County Commissioners of Miami-Dade County wishes to assure that any such entities contracting with Miami-Dade County do not discriminate in their employment, promotional and procurement practices.

The Permittee shall be in compliance with this policy established by Ordinance No. 98-30, codified as Section 2-8.1.5 of the Code of Miami-Dade County. The Permittee that has annual gross revenues in excess of $5,000,000 agrees that as a condition of receiving a County contract: (1) it has a written Affirmative Action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, (2) it has a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women owned businesses in its own procurement of goods, supplies, and services, and (3) that such plan and policies provides for periodic review to determine its effectiveness in assuring that the entity does not discriminate in its employment, promotion and procurement practices. The entity will provide copies of its written Affirmative Action plan and procurement policies upon the request of the County.

Further, the Permittee acknowledges that it has submitted an Affirmative Action Plan which, is subject to approval by the Small Business Development (SBD Division and which is hereby incorporated as a contractual obligation to Miami-Dade County. The Permittee shall undertake and perform the affirmative actions specified therein. The Aviation Director may declare the Permittee in default of this Permit for failure of the Permittee to comply with the requirements contained therein.

The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement covered by the County's Local Developing Business Plan at Miami International Airport.

ARTICLE 14
Rules, Regulations and Permits

14.01 Rules and Regulations: The Permittee shall comply with all applicable Ordinances of the County, specifically including the Rules and Regulations of the Department contained in Chapter 25 of the Code of Miami-Dade County, Operational Directives and Safety Related Operational Directives issued thereunder, and all applicable laws, ordinances, regulations and

rules of the Federal, State and County Government, and all plans and programs developed in compliance therewith, as the same may be amended from time to time.

14.02 Violations of Rules and Regulations: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Permittee, its agents, employees, contractors, or subcontractors, have violated any law, ordinance, regulation or rule described in Article 14.01 above while operating under the authority of this Permit. The Permittee further agrees that the substance of this Article 14.02 and Article 14.01 above shall be included in every contract and other agreement, which the Permittee may enter into related to its operations and activities under this Permit and that any such contract and other agreement shall specifically provide that "Miami-Dade County Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Permit prohibiting or limiting assignments or subcontracting.

14.03 Permits, Licenses and Bonds: The Permittee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses, bonds, and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Permit, by any Federal, State or County governmental entity or any judicial body having jurisdiction over the Permittee or the Permittee's operations and activities hereunder and for any and all operations conducted by the Permittee, including ensuring that all legal requirements, permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Department of Environmental Resources Management. Employees performing meteorological, navigation and dispatching services are required to hold an FAA Aircraft Dispatcher Certificate. Any maintenance and/or repair activities associated with the vehicles and motorized/non-motorized equipment of the Permittee shall be conducted **only** in areas designated for those activities and shall be properly permitted by DERM (Department of Environmental Regulation) pursuant to Chapter 24, Miami-Dade County Code. Upon written request of MDAD, the Permittee shall provide to MDAD copies of any permits and licenses, and applications therefor, which MDAD may request.

ARTICLE 15
Civil Actions

15.01 Governing Law/Venue: This Permit shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Permit shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

15.02 Notice of Commencement of Civil Action: In the event that the County or the Permittee commences a civil action in the State or Federal courts, where such action is based in whole or in part on an alleged breach of this Permit, the County and the Permittee agree to waive the procedure for initial service of process mandated by Chapters 48 and 83, Florida Statutes, Rule 1.070, Florida Rules of Civil Procedure and Rule 4(c), Federal Rules of Civil Procedure. In such event the County and the Permittee agree to submit themselves to the jurisdiction of the

court in which the action has been filed when initial service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (i) the party indicated in Article 18.06 on behalf of the County and (ii) with a copy to the County Attorney, Miami-Dade County Aviation Division, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Permittee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Article 18.06 on behalf of the Permittee, with a copy to whatever attorney the Permittee has designated in writing, if any.

In the event that the County and/or the Permittee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

15.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 15.02 above, and in addition thereto, the Permittee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If Permittee is a natural person, he or his personal representative hereby submit themselves to the Jurisdiction of the Court of this State for any cause of action based in whole or in part on an alleged breach of this Permit.

ARTICLE 16
Actions at Termination

On or before the termination date of this Permit, except in the instance of termination pursuant to Article 11.01, in which event the Permittee shall be allowed up to five calendar days, and provided that the Permittee is not in default in the payment of any fees or charges required to be paid herein, the Permittee shall remove all of its personal property from the Airport. Any personal property of the Permittee not removed from the Airport in accordance with this Article may be removed by the Department for storage at the cost of the Permittee. Failure on the part of the Permittee to reclaim its personal property within thirty days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Actions at termination regarding any lease or license to the Permittee of real property shall be accomplished by a separate transaction evidenced by an appropriate agreement executed by the parties.

ARTICLE 17
Trust Agreement

17.01 Incorporation of Trust Agreement and Bond Resolution by Reference: Notwithstanding any of the terms, provisions and conditions of this Permit, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Permit, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of MDAD during normal working hours.

17.02 Adjustment of Terms and Conditions: If at anytime during the term of this Permit, a court of competent jurisdiction shall determine that any of the terms and conditions of this permit, including the fees and charges required to be paid hereunder to the County by the Permittee or by others under other agreements of the County for the use of airport facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the fees and charges required to be paid under this permit in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the fees and charges payable by the Permittee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or Bond Resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or Bond Resolution. In the event the County has modified the terms and conditions of this Permit, including any adjustment of the fees and charges, required to be paid to the County, pursuant to this provision, the terms and conditions, including the adjustment of the fees and charges, upon the issuance of written notice from the Department to the Permittee.

17.03 Permittee Right to Terminate: In the event that said fees and charges payable hereunder shall be increased substantially pursuant to Articles 17.02 above, the Permittee, at any time within one (1) year following the effective date of such increased fees and charges, may terminate this Permit by giving ninety (90) days written notice to the County, without liability by either party to the other.

ARTICLE 18
Other Provisions

18.01 Payment of Taxes: The Permittee shall pay all taxes lawfully assessed against its operations hereunder; provided, however, that the Permittee shall not be deemed to be in default of its obligations under this Permit for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default, pursuant to Article 11.05 hereof.

18.02 Rights to be Exercised by Department: Wherever in this Permit rights are reserved to the County, such rights may be exercised by the Department.

18.03 Security: The Permittee acknowledges and accepts full responsibility for the security and protection of its equipment and property on the Airport. The Permittee fully understands and acknowledges that any security measures deemed necessary by the Permittee for protection of said equipment and property shall be the sole responsibility of the Permittee and shall involve no cost to the County.

18.04 Rights of County at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to or to abandon, discontinue or demolish any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Permittee for business damages occasioned during the making of such repairs, alterations and additions or such abandonment, discontinuance or demolition, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.05 Federal Subordination: This Permit shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. The Permittee specifically acknowledges that the provisions of Sections 22 and 23 of Part V of the Federal Aviation Administration's standard grant assurances are applicable to the terms of this Permit. All provisions of this Permit shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Permit inconsistent with the provisions of such lease to the United State of America shall be suspended.

18.06 Notices: Any notices given under the provisions of this Permit shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-8068

To the Permittee, care of the General Manager, and to:

Triangle Services of Florida, Inc.
10 Fifth Street, (2nd Floor)
Valley Stream, NY 11581

C/O: Mr. Lonnie Fine, CEO

or to such other such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Article 18.06. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

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

18.08 Rights Reserved to County: All rights not specifically granted the Permittee by this Permit are reserved to the County.

18.09 Lien: The County shall have a lien upon all personal property of the Permittee on the Airport to secure the payment to the County of any unpaid monies accruing to the County under the terms of this Permit or any other contract between the County and the Permittee.

18.10 Authorized Uses Only: The Permittee shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium

rates paid by the County on, or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Permittee under this Permit.

18.11 No Waiver: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Permit nor shall there be any waiver of any breach, default or non-performance hereof by the Permittee unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right the County to demand strict performance of the provisions, terms and covenants of this Permit with respect to any subsequent event or occurrence or of any subsequent breach, default or non-performance hereof by the Permittee.

18.12 Right to Regulate: Nothing in this Permit shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Permittee or its operations. Notwithstanding any provision of this Permit, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Permittee that relates in any way to the regulatory or quasi-judicial power of the County and the County shall be released and held harmless by Permittee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action.

18.13 Entirety of Permit: The parties hereto agree that this Permit sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

18.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to any premises, on or off the Airport, which the Permittee may occupy for use as administrative offices for the provision of services hereunder, at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Permit. The right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

18.15 Headings: The headings of the various Articles and Sections of this Permit are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Permit or any part or parts of this Permit.

18.16 Binding Effect: The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment.

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

18.18 Living Wage: The Permittee shall comply with Section 2-8.9 of the Code of Miami-Dade County, Ordinance No. 99-44, and Administrative Order No. 3-30, as amended, and the Living Wage Supplemental General Conditions provisions of this Permit requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits, and that it shall comply with the administrative and records keeping required of the service contractor set forth in the order. The Permittee shall also ensure that its subcontractors comply with the order in respect to their employees.

IN WITNESS WHEREOF, the County has hereto caused this Permit to be issued and executed by its appropriate officials, which the Permittee by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By:_____
Mayor

Attest: Harvey Ruvin, Clerk

By:_____
Deputy Clerk

(COUNTY SEAL)

PERMITTEE: TRIANGLE SERVICES OF FLORIDA, INC.

By: _____
President

LONNIE FINE
Print Name

Attest: _____ **(CORPORATE SEAL)**
Corporate Secretary

WITNESSES TO ABOVE SIGNATURE:

_____
Signature

_____
Print Name

_____
Signature

Denise McGoey
Print Name

Approved for Form and Legal Sufficiency

_____
(Assistant County Attorney)