

Permit No.: _____

Cust. No.: _____

Doc. Name: _____

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

FUELING PERMIT AGREEMENT

**Issued to:
(Permittee)**

Effective Date:

The holder of this Permit is granted a nonexclusive privilege under authority granted to MDAD under Chapter 25 of the Code of Miami-Dade County to enter onto the Aircraft Operating Area ("AOA") to provide any of the following checked operations to the customer(s) identified below:

- Sell, deliver and/or dispense aircraft fuel product and lubricating oil for use in non-commercial aircraft and general aviation aircraft.

Identify customers to whom this fueling activities will be provided.

- Provide into-plane fueling services by hydrant trucks or tanker truck for use in commercial aircraft at Miami International Airport ("MIA") or for use in general aviation aircraft located at MIA's FBO facility.

Identify the Airlines to whom the services will be provided.

- Defueling services for any aircraft.

Identify the Airlines to whom the services will be provided.

- Fueling services of ground support equipment (GSE), at

Identify the Airport tenants to whom the services will be provided.

AOA access is authorized for vehicles and personnel, subject to Permittee's compliance with AOA requirements defined in this Permit Agreement.

This Permit shall be for a term of month-to-month not to exceed one year from the effective date shown above and may be extended at the discretion of MDAD for up to one (1) additional year or portion thereof to the extent permitted by Administrative Order 8-5 or other provisions of law. This Permit may be cancelable by either party upon not less than fifteen (15) calendar days written notice. In addition, the Permit is valid only for so long as the Permittee has a current contract or contracts with its customers to provide the fuel services identified above to its Airport customers.

Further, for each contract entered into by the Permittee and a customer after the issuance of this Permit, and for each subsequent termination of a contract, the Permittee is responsible for submitting to MDAD within seven (7) days of the occurrence of either the entering into a contract or the termination of a contract: (a) a copy of the contract with each customer with whom the Permittee engages in business after the issuance of this Permit for the commercial activities authorized herein or (b) written notification to MDAD of the termination of any contract with customers to whom commercial activities are provided under the authority of this Permit.

MDAD shall have the right to terminate the Permit upon determining that the Permittee no longer has any contracts for providing goods or services to an Airport customer for which this Permit was required, or for failure to submit to MDAD the contracts and notifications required herein within the seven (7) day period. Termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of termination.

This Permit is issued subject to the following Terms and Conditions attached hereto, consisting of pages 7 through 24 and Exhibit 1.

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY FLORIDA**

Date: _____

By: _____
K. A. Pyatt, Deputy Aviation Director

The Permittee hereby accepts this Permit and agrees to abide by all provisions hereof.

PERMITTEE

Date: _____

By: _____
President

Print Name

(Corporate Seal)

AFFIRMATION

My name is _____ and I acknowledge that I have been duly sworn to make this affirmation:

I hereby affirm that I am the President of _____ and that I have full corporate authority to enter into and execute Permit No. _____ with Miami-Dade Aviation Department on behalf of _____.

PERMITTEE

By: _____ Date: _____
President

Print Name

STATE OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of

_____, 20____ by _____,
(Authorized Representative)

of _____, who is personally

known to me or has produced _____ as
(Type of Identification)

and who did take an oath.

(Signature of Notary)

(Notary Commission Number)

Notary Public – State of _____
(State)

Notary Stamp or Seal:

GLOSSARY

Aviation Fuel: A specialized type of petroleum-based fuel used to power aircraft.

Aircraft Defueling: Removal of fuel from an aircraft's fuel tank into a fuel tanker truck.

Aircraft Defueling Service Provider: A company or person contracted to remove fuel from an aircraft's fuel tank into a fuel tanker truck.

Commercial Aircraft: Any aircraft certified by the FAA under Part 121 or otherwise that is engaged in passenger flight operations, all-cargo flight operations, or dual flight operations involving the transport of passengers and cargo.

Fuel Carrier/Service Provider: An entity, other than the Fuel Supplier, who under an agreement with the Fuel Supplier is allowed by such agreement to act on behalf of the Fuel Supplier for the transportation and/or dispensing aviation fuels into commercial or general aviation aircraft.

Fuel Supplier: An entity, typically a nationally or regionally known supplier of fuel, which stores and sells its own aircraft fuel supplies and distributes it through its own Fuel Supplier tanker trucks or through a Fuel Carrier/Service Provider under contract with the Fuel Supplier.

Gallonage Permit Fee: A fee in the amount of \$.08 per U.S. gallon established by Miami-Dade County ("County") for selling, delivering or dispensing fuel products and lubricating oil for use in non-commercial aircraft and general aviation aircraft.

General Aviation: All civil aviation non-commercial and commercial operations, not operated by airlines, and typically operating at General Aviation Airports at a Fixed Base Operator's (FBO) facility.

Ground Support Equipment (GSE): Support equipment used to service aircraft between flights, typically involving ground power operations, aircraft movements, and loading operations for both cargo and passengers.

Ground Support Equipment (GSE) Service Provider: An entity contracted by a Fuel Supplier, who under contract is allowed to act on behalf of the Fuel Supplier for the transportation and/or dispensing of gas and diesel for use in ground support equipment.

Into-Plane Fueling: The process of dispensing fuel into commercial aircraft at MIA and general aviation aircraft at MIA's FBO facility, using either hydrant or tanker trucks.

Into-Plane Service Provider: An entity that (i) obtains jet fuel from the Airport Fuel Storage Facility and dispenses the fuel into commercial aircraft located at non-terminal locations as well as general aviation aircraft located at MIA's FBO facility, (ii) operates a hydrant

truck to dispense jet fuel into commercial aircraft parked at the Terminal Building of MIA, or (iii) dispenses jet fuel into fuel tanks of any facility on an Airport.

Non-Commercial Aircraft: Corporate, charter or other aircraft for private or business use and not operated by an airline.

Subcontractor: A person, firm or company that enters into a contract with a prime contractor to assume a portion of a prime contractor's scope of work.

TERMS AND CONDITIONS

A. General:

1. Authority to Conduct Business on the Airport: This Permit allows the Permittee to conduct certain commercial activities on a particular Airport owned and operated by the County. Such Airport is identified on page one of the Permit, and these Terms and Conditions apply to the Permittee's activities on the entirety of the Airport. The "entirety of the Airport" refers to all of the property described on the Airport Layout Plan for the Airport (the "ALP"). The term "Airport" includes all of the buildings and facilities located on the grounds of the Airport as defined in the ALP, whether occupied or constructed by private companies or MDAD, and includes all unimproved areas of the Airport. The Airport consists of (i) the Air Operating Area and other secured areas where SIDA badges (Security Identification Display Area badges) are required (collectively referred to herein as the "AOA"), and (ii) non-secured areas open to the public, including grassed lands, roads, and parking areas.

2. Compliance With Rules and Regulations: The Permittee shall observe, obey and comply with all ordinances of the County, including (a) the Rules and Regulations of MDAD contained in Chapter 25, Code of Miami-Dade County, Florida (the "Code"), (b) the Living Wage Ordinance contained in Section 2-8.9 of the Code, as the same may be amended from time to time, (c) operational directives issued under the Code, and (d) all other applicable laws, statutes, ordinances, regulations and rules of the Federal, State and County governments, and any and all plans and programs developed in compliance therewith which may be applicable to its operations under this Permit.

3. Permittee's Permits and Licenses: The Permittee shall obtain and maintain in a current condition all federal, state, and local permits and licenses required for its operations hereunder and shall pay all taxes and license fees and charges which may be assessed, levied, exacted or imposed on such operations and shall make all applications, reports and returns required in connection therewith. Such permits and licenses may include, but not be limited to, Certificates of Use, Certificates of Occupancy, and any operating permits required by the County's Department of Environmental Resources Management ("DERM"). Upon request from MDAD, the Permittee shall provide MDAD and all others designated by MDAD with copies of any and all permits and licenses, applications, and reports required in connection therewith.

4. Non-Discrimination: The Permittee, for himself/herself, his/her heirs, personal representatives, successors in interest, assigns, and contractors, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Permit, (2) that in the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Permittee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Non-discrimination Acts and Authorities (attached hereto as Exhibit 1).
5. Breach of Non-Discrimination Requirements: In the event of breach of any of the above Non-discrimination covenants, , the County shall have the right to terminate this Permit and hold the same as if the Permit had never been made or issued.
6. Indemnification: The Permittee agrees to pay on behalf of the County any penalty, assessment, or fine, issued against the County, and to defend, or to compromise, 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 employees, agents, servants, partners, principals, contractors, invitees or customers, have violated any law, ordinance, rule, regulation, or directive described in Section A. 2 hereof or otherwise applicable to Permittee's operations hereunder or any plan or program developed in compliance therewith.
7. Assignment and Transfer: The rights and privileges granted to the Permittee hereunder shall be exercised only by the Permittee, through its officers, partners and employees, and not by or through any other person, corporation, or legal entity. This Permit is not assignable or transferable by the Permittee in whole or in part to any other person, corporation or legal entity. No portion of the commercial activity allowed under this Permit shall be subcontracted unless MDAD has specifically approved such subcontract in writing and the subcontractor has obtained a Permit issued by MDAD for such activity.
8. Liability for Damaged Facilities: The Permittee shall be financially responsible for the repair or replacement of any property of the County damaged by the Permittee's operations hereunder, including damage or destruction through the acts or negligent acts of its employees, agents, servants, partners, principals, contractors, invitees, or customers, except for normal wear and tear of any facility or item of infrastructure permitted to be used by Permittee in the normal scope of Permittee's actions hereunder.

The Permittee shall notify the Department as to any damage to Airport property caused by Permittee or such other named parties and such damage shall be repaired either by the Permittee under the direction of MDAD or by MDAD itself, with MDAD having the right to determine which party shall make the repair and with Permittee being responsible for reimbursement to MDAD of the cost of any such repair being made by MDAD, plus 25% of such costs as reimbursement for MDAD's administrative costs associated with such repair, upon Permittee's receipt of MDAD's billing for such costs.

9. Signs and Posters: No signs, posters, or advertising devices shall be erected, displayed or maintained by the Permittee on any facility used by Permittee on the Airport or on Permittee's equipment or vehicles used on the Airport, without the written approval of MDAD, and any signs, posters, or advertising devices not approved by MDAD may be removed by MDAD at the expense of the Permittee. The Permittee shall, for identification purposes as opposed to advertising purposes, place its standard corporate identification on all of its equipment and vehicles operating on the Airport.
10. Default Termination: In addition to either party's right to terminate this Permit without cause on not less than fifteen (15) calendar days' written notice, as set forth on Page 1 of this Permit, the Department shall have the right, upon not less than 15 calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to comply with any of the terms, conditions and covenants of this Permit, unless the default shall have been cured within the notice period. Permittee acknowledges and agrees that MDAD may, but specifically is not required to, hold a hearing prior to any such termination and that the terms of MDAD's Operational Directive 99-01, as amended from time to time, shall apply to this Permittee in all respects, except where specifically provided otherwise in this Permit.
11. No-Activity Termination: The Department shall have the right, upon not less than 15 calendar days written notice to the Permittee, to terminate this Permit if Permittee has not engaged in any activity hereunder for *ninety* days or more, or if Permittee has failed to file the Monthly Fuel and Lubricating Oil Product Sold, Dispensed, or Delivered Report required under Section D.1 of this Permit.
12. Permittee Rights; No Agency: This Permit does not grant the Permittee any rights to vehicle parking, equipment storage space, or any other rights in or for any land or space on the Airport, except as provided under Section F.3 hereof that grants Permittee the right to the common use facilities, nor does this Permit grant the Permittee the right to act as the agent, partner, joint venture, or representative of the County for any purpose whatsoever.

B. Insurance:

1. In addition to such insurance as may be required by law, the Permittee shall obtain and maintain during the term of this Permit the following insurance:

(a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products and completed operations in an amount not less than:

1. \$5,000,000 combined single limit per occurrence for bodily injury and property damage for Permittee's operations at Miami International Airport.

The County must be shown 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 Miami International 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 at Miami International Airport.

(c) Workers' Compensation: Workmen's Compensation Insurance for all employees as required by Florida Statute 440.

(d) Sudden and Accidental Pollution Insurance:

1. Sudden and Accidental Pollution Insurance in an amount not less than \$2,000,000 combined single limit per occurrence for Permittee's into- plane fuel operations and defueling operations at Miami International Airport.

2. Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued in companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD Risk Management.

A Permittee utilizing a Fuel Carrier/Service Supplier for the delivery of fuel to a County airport shall ensure that any Fuel Carrier/Service Supplier accessing a County airport on its behalf shall obtain and maintain insurance at a minimum in the limits stated above.

3. Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee as applicable shall furnish certificates of insurance to MDAD which certificates shall 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 the County; and (3) that the County is named as an additional insured with respect to the Commercial General Liability coverage.

Furthermore the Permittee must carry in its vehicle proof of insurance when entering or being upon airport property. MDAD shall have the right to not grant entry to a County airport or allow transfer of fuel if proof of insurance in the limits stated above is not produced when requested.

4. 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.

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

C. Fees and Payments for Permittee:

1. Taxes and Licenses: The Permittee shall pay all taxes, licenses, certifications, permit and examination fees and charges which may be assessed, levied, exacted or imposed on its operation hereunder and shall make all applications, reports, and returns required in connection therewith.
2. Gallonage Permit Fee:
 - (a) The **Fuel Supplier** shall pay the County for the rights and privileges granted herein a fee in the amount of **EIGHT CENTS (\$.08)** per U.S. gallon of any aviation fuel product and EIGHT CENTS (\$.08) per U.S. gallon (the "Gallonage Fees") of lubricating oil sold, delivered and dispensed for use in non-commercial aircraft and general aviation aircraft. The County shall have the right to establish facility charges and to revise from time to time the Gallonage Fees payable by the Fuel Supplier, and other Permittees similarly situated, upon not less than 30 days advance written notice to all such Permittees.
 - (b) If the Fuel Supplier utilizes a Fuel Carrier/Service Provider to transport, deliver and dispense fuel product or lubricating oil for use in non-commercial aircraft and general aviation aircraft, the *Fuel Supplier itself remains responsible for payment to MDAD of the Gallonage Fee* specified under C.2(a) above. Further, the Fuel Supplier must ensure that *the Fuel Carrier/Service Provider separately obtains its own Permit from MDAD* to conduct such activities on the Airport. Any exception to this requirement in C.2(b) must be determined by MDAD to be essential and/or necessary and must be authorized by MDAD in writing and on a limited and temporary basis.

- (c) The Fuel Supplier acknowledges that the Gallonage Fees payable to the County hereunder are for the right and privilege granted to the Fuel Supplier to do business on the Airport through its own operations on the Airport or through the operations of its Fuel Carrier/Service Provider, and for the purpose of assisting the County in paying for the costs of maintenance, operation, and administration of the Airport, and that said Gallonage Fees are not in any manner a tax, tariff, or impost upon any merchandise or service rendered hereunder.
- (d) The ***Into-Plane Service Provider*** allowed under the authority of this Permit to dispense aviation fuel into commercial aircraft, ***is not required to pay a Gallonage Fee and/or any other fee***, inasmuch as the fuel is obtained from MIA's Fuel Facility and the fuel belongs to companies or airlines that have already purchased the fuel and have subsequently paid the equivalent of the gallonage fee by their payment of the distribution fee separately charged by MDAD to such owners.
3. Permit Opportunity Fee: The ***Ground Support Equipment (GSE) Service Provider and the Defueling Service Provider*** allowed under the authority of this Permit to conduct commercial activities, as a condition to allowing the Permittee the right and privilege of engaging in fueling of Ground Support Equipment (GSE) operations and Defueling operations either on the Airport or on the portions of the Airport as defined herein, or both, the Permittee shall pay MDAD an **Opportunity Fee** in the amount of **SEVEN PERCENT (7.0%)** of all Gross Revenues arising from such company's operations either (a) on the Airport grounds or in the facilities located on the Airport where Permittee is allowed to conduct its business hereunder, or (b) outside of the Airport grounds if this Permit to operate at the Airport is (i) a requirement for Permittee's commercial activities or business outside of the Airport grounds or (ii) is made possible by the Permittee's commercial activities or business on the Airport grounds as allowed by this Permit.
4. Other Fees: In addition to the fees specified under Section C.2 and Section C.3 above, the Permittee shall pay MDAD all other service or facility charges that may be established by the County from time to time and are applicable to Permittee's commercial operations hereunder.
5. Subcontracted Work: No portion of the commercial activity allowed under this Permit shall be subcontracted unless MDAD has specifically approved such subcontract in writing and the subcontractor has executed its own separate Permit for such activity as specified under A.7 above.

6. "Fuel and Lubricating Oil Product Sold, Dispensed or Delivered" Defined: The term "fuel and lubricating oil product sold, dispensed or delivered", as used herein, shall be construed to include all fuels and lubricating oils sold, dispensed or delivered by the Permittee to any customer located on the Airport or other locations identified in Section C.2 above, regardless of when or where the order therefor is received or delivered, whether the Permittee is paid or unpaid for such services, and whether Permittee operates on a cash or credit basis.

7. 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 under the conditions set forth in Section C(3) above. 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 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.
9. Exclusion from Gross Revenues: The only amounts of money or other forms of consideration that are excluded from the all-encompassing concept of "Gross Revenues" are taxes imposed by law which are separately stated to and paid by a customer and directly payable by the Permittee to a taxing authority, and revenues from Bankrupt Airlines to the extent set forth in D.2 below, provided Permittee complies with the reporting obligation set forth in D.2 below.
10. Payment Security: Prior to the commencement of operations hereunder, the Permittee shall provide the County with an irrevocable letter of credit or other type of security, acceptable to MDAD and so endorsed as to be readily negotiable by the County, for the payments required hereunder in an amount of \$1,000, plus any State sales/use taxes as may be applicable and required by law. The amount of such payment security may be increased, but not decreased, annually to equal three times the average monthly payment made by the Permittee in the prior year. Such payment security shall be kept in full force throughout the term of this Permit or any extension thereof. MDAD may draw upon such payment security instrument if the Permittee fails to pay the fees and charges required to be paid under the Permit within the time limits specified herein. Such payment security instrument shall be in a form acceptable to the Department.
11. Late Payment Charge: In the event the Permittee fails to make any payments required under the provisions of this Permit, within ten days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of the County (currently set at 1 1/2% per month) shall accrue against the delinquent payment(s) from the original date due until MDAD actually receives payment.
12. Penalty for No Monthly Report: In the event the Permittee fails to submit the monthly report required under Section D.1 below by the tenth (10th) calendar day of the following 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 MDAD shall be imposed, up to a maximum of Seven Hundred Fifty dollars (\$750.00) per violation.

13. Interest and Penalty Fees Not a Waiver: The right of MDAD to require payment of such interest and penalty fees 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 provide by law.
14. Dishonored Check or Draft: In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Lessee shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less, THIRTY DOLLARS, if the face value of the dishonored check or draft is \$50.00 and less than \$300.00, or FORTY DOLLARS, if the face value of the dishonored check or draft is \$300.00 or more, or Five Percent of the face value of such dishonored check or draft, whichever is greater. Further, in such event, MDAD may require that future payments required pursuant to this Agreement be made by cashiers check or other means acceptable to MDAD.
15. Payment Address: The Permittee shall pay and/or submit all reports and fees required to be paid under this Permit to the following address:

Miami-Dade County Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

D. Reports:

1. Monthly Fuel and Lubricating Oil Product Sold, Dispensed and or Delivered Report:
 - (a) Permittees shall submit every month during the term of this Permit, a report, in a form as specified by MDAD (the form attached hereto as Exhibit A), accurately reflecting all fuel and lubricating oil product sold, dispensed and or delivered for use in non-commercial aircraft and general aviation aircraft for the month by the 10th day of the month following the month in which the product was sold, dispensed and or delivered. In the event no such product was sold, dispensed and or delivered for any month, the Permittee shall submit a report stating such fact. Such reports shall be signed and attested to by a corporate officer or other authorized representative of the Permittee. The fee specified under Section C.2 above due to the County, shall be remitted together with this report, either by check drawn on a local bank or in cash. Failure

of the Permittee to reflect accurately all the fuel and oil product sold, dispensed or delivered on the monthly report, or to remit the appropriate fees shall result in the automatic termination of this Permit. *Both, the Fuel Supplier and Fuel Carrier conducting commercial operations hereunder for use in non-commercial aircraft and general aviation aircraft shall submit this report.*

2. Monthly Gross Revenues Report: *All Ground Support Equipment (GSE) Service Providers and Aircraft Defueling Service Providers*, authorized under the authority of this Permit to conduct commercial activities, shall submit a Monthly Gross Revenues Report (the form attached hereto as Exhibit B), accurately reflecting all Gross Revenues arising from Ground Support Equipment (GSE) fueling operations and Defueling operations, and a listing of all customers for the month. The report shall be submitted by the 10th calendar day of the month following the month in which the services were performed and the Gross Revenues for such services were received or accrued. Such reports shall be signed and attested to by a corporate officer or other authorized representative of the Permittee. The Opportunity Fee due to MDAD under Section C.3 shall be remitted together with this report, either by check drawn on a local bank or in cash. Failure of the Permittee to accurately reflect Gross Revenues on the Monthly Report, or failure to remit the Opportunity Fee in the correct amount along with the Monthly Report, is grounds for automatic termination of this Permit. In the event that there are no Gross Revenues from any month, the Permittee shall submit a report stating such fact.
3. Exception for Fees Due from Bankrupt Customers: The Permittee may retroactively adjust the previously revenue reported to reflect the uncollected portion of amounts owed to Permittee but not collectible from an airline customer that has filed for bankruptcy, provided that such adjustment be separately noted on the Monthly Report required by Section D. 1 and D.3. hereof and supported by legible copies of the "Notice to Creditors" received by the Permittee from the U. S. Bankruptcy Court or the bankruptcy court of the airline customer's country, with a case number, and the "Proof of Claim" filed by the Permittee in the U. S. or foreign Bankruptcy Court, with a case number, , showing the Bankruptcy Court in which the "Proof of Claim" was filed and the filing date.
4. Annual Certification: *Fuel Suppliers* shall, within 90 days following the end of each 12 months of this Permit, certify its gallonage fees, for such year to MDAD. Such certification shall be in a form specified or approved by MDAD, executed and signed by a corporate officer of the Permittee. If it is determined by MDAD, as a result of an audit or inspection of the Permittee's books and records, that the Permittee has understated its gallonage fees and that the

corporate officer's certification was therefore a false oath, such shall be considered an uncorrectable default hereunder, pursuant to which MDAD may terminate this Permit and shall assess a 50% surcharge on the percentage fees due on the understated portion of the Gallonage Fees. In addition MDAD may file charges for the false oath, pursuant to Chapter 837.012, Florida Statute.

5. Annual Special Report Audit Required: *Ground Support Equipment (GSE) Service Provider and Defueling Service Provider* shall, within 90 days following the end of each 12 months of this Permit, submit to the Department a certified report, prepared and attested to by an independent Certified Public Accountant, as to the correct Gross Revenues per month and for the year for the Permittee's Ground Support Equipment (GSE) fueling operations and Defueling operations under this Permit. Said report shall be prepared in accordance with the American Institute of Certified Public Accountants' requirements for special reports. The first such report shall contain 12 full calendar months of operation under the percentage formula and any fraction of the first month. The last such report shall include the last day of operation. MDAD may, upon request of the Permittee, allow the Permittee in the first year of Permittee's operations to provide an audit for that portion of the year reflecting the Permittee's fiscal year.

6. Waiver of Annual Audit: Notwithstanding the provisions of Section D.5 above, if the annual Gross Revenues of the *Ground Support Equipment (GSE) Service Provider and Defueling Service Provider* for any year of this Permit are *less than \$250,000*, the Permittee may, without audit, certify its Gross Revenues for such year to MDAD. Such certification shall be in a form specified or approved by MDAD, shall be executed by a corporate officer of the Permittee before a notary public, commissioned in the State of Florida, and therefore subject to the provisions of Chapter 837.012, Florida Statutes. If it is determined by the Department as a result of an audit or inspection of the Permittee's books and records, that the Permittee has understated its Gross Revenues and that the corporate officers certification was therefore a false oath, such shall be considered an uncorrectable default hereunder, pursuant to which MDAD may terminate this Permit and assess a 50% surcharge on the percentage fees due on the understated portion of the Gross Revenues. In addition, MDAD may seek its remedies under the County's False Claims ordinance or else file charges for the false oath, pursuant to Chapter 837.012 Florida Statutes, and the annual audit waiver pursuant to the provisions of this Section D.6 shall no longer be applicable for the remaining terms of this Permit or any subsequent agreement between the County and the Permittee.

7. Payment Address: The Permittee shall pay and/or submit all reports and fees required by this Permit to the below address:

Miami-Dade County Aviation Department
Finance Division
P. O. Box 526624
Miami, Florida 33152-6624

E. Accounting Records:

The Permittee shall keep and maintain during the term of this Permit all books of account and records customarily used in this type of operation, in accordance with accepted accounting practices and standards, and for such period of time thereafter as provided herein unless otherwise approved by MDAD. The Permittee shall make all such books of account and records available to the auditors of the County, in the local offices of the Permittee, within three working days of any request for same. The County shall then be permitted to audit and examine all such records and books of account relating to the operations of the Permittee hereunder; provided, however, that the Permittee shall not be required to maintain such enumerated books of account and records for more than three years after the end of each annual period of the term of this Permit.

F. Operations:

1. Restricted Area Access - Identification Badges: The Permittee shall be responsible for requesting the Department to issue identification ("ID") badges to all employees who require access to Restricted Areas on the Airport as part of its regularly assigned duties, including areas designated in the Airport Security Program as Secured Area/AOA/SIDA/Sterile Areas, Restricted Areas, or as otherwise determined by MDAD and certain areas designated by signs or regulations as off-limits to unauthorized individuals. The Permittee shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Permittee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Department before an ID badge is issued. The Permittee shall pay, or cause to be paid, to the Department such nondiscriminatory charges as may be established from time to time, for ID issuance, fingerprinting fees, lost or stolen ID badges and those not returned to MDAD in accordance with this Section. 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 ID badges, which data will include a fingerprint-based criminal history records check (CHRC) of employee applicants for such badges.

2. Standards of Service:

- (a) The Permittee shall furnish good, prompt and efficient service adequate to meet all the demands for its service at the airport, and furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; provided, however, that the Permittee may be allowed to make reasonable and nondiscriminatory discounts or other similar types of price reductions to volume purchasers or users.
- (b) The operations and conduct of the Permittee, its employees and agents, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. MDAD shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees and agents, whereupon the Permittee shall take all steps necessary to remove or correct the cause of the objection.
- (c) The Permittee shall remove or cause to be removed all trash and refuse generated by Permittee, its agents, employees, contractors, invitees, or customers to such locations in such manner as shall be designated by MDAD and in accordance with federal, state, and county requirements.

3. Common Use Facilities: The Permittee shall use and shall have the right, in common with others, as necessary for the performance of the service authorized herein, to use the ramps, roads, streets and bridges all other non-exclusive or common use facilities owned or provided by the County for users of the Airport, in accordance with regulations and operating procedures and the facility assignment processes of MDAD and subject to the payment of any nondiscriminatory fees, rates and charges established by the County. However, the Permittee shall not be authorized to operate vehicles on the Air Operations Area (AOA) of the Airport, unless such access is determined to be necessary by MDAD. In such event, Permittee shall comply with all requirements of MDAD regarding the Permittee's use of vehicles on the AOA.

4. Personnel:

- (a) The Permittee shall properly control the actions of its employees at all times that Permittee's employees are working on the Airport, and ensure that they present a clean and neat appearance, discharge their duties in a courteous and efficient manner, be suitably uniformed, and wear appropriate corporate and Airport identification.

(b) **Permittee's Responsibility for Employee's Violations:** In the event the Permittee fails to properly control its employees or else permits its employees to improperly use the facilities provided by the County, MDAD shall have the right to require the Permittee to conduct an investigation into any claimed violation of MDAD's requirements; if such investigation confirms the violation, Permittee agrees to administer appropriate discipline up to and including discharge of the offending employee.

5. **Drug-Free Workplace Default:** The Permittee acknowledges that as part of its application for a Permit, it provided to the County a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by Section 2-8.1.2 of the Code, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon 15 days written notice to the Permittee, to terminate this Permit in the event the Permittee fails to provide, as of each anniversary of the effective date of this Permit, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Permittee submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen calendar days written notice to the Permittee, and without liability to the County, if MDAD or the County Manager determines any of the following:

- (a) That the Permittee has made a false certification in its execution of the Affidavit submitted with its application or in its annual re-certification as required by the Ordinance;
- (b) That the Permittee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or
- (c) That such a number of employees of the Permittee have been convicted of violations occurring in its workplace(s) as to indicate that the Permittee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.
6. **Vehicles and Equipment:** Vehicles and equipment of the Permittee, brought on to the AOA of the Airport, shall at all times comply with the regulations of MDAD, as provided under Chapter 25 of the Code, and shall be subject to MDAD's approval. MDAD 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 conditions. MDAD, shall further have the right to require removal from the AOA or any

other area of the Airport of any vehicle or equipment of the Permittee determined by MDAD, in its sole discretion, to be (i) parked in violation of any provisions of the rules and regulations of MDAD, (ii) to be in an unsafe condition, or (iii) in a condition that may cause environmental damage. MDAD shall have no Liability to the Permittee for such removal. Vehicles and equipment of the Permittee may not be stored on common use areas of the AOA.

7. Airfield- Vehicle Operator: Before the Permittee shall allow any employee to operate a motor vehicle of any type or kind on the Secured Area or the AOA of the Airport, the Permittee shall require such employee to attend and successfully complete the AOA Driver's Training Course conducted from time to time by MDAD. The privilege of a person to operate a motor vehicle on the AOA may with withdrawn by MDAD because of violations of AOA driving rules. Notwithstanding the above, the Permittee shall be responsible for ensuring that all vehicle operators of Permittee's vehicles or of its fueling vehicles operating on the Airport and the AOA have a current, valid driver's license or a Commercial Driver's License of the proper Class and with the proper endorsements, as required by law.
8. AOA - Right to Search: The Permittee agrees for itself and its employees, agents, contractors, and invitees that its and their vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA . The Permittee further agrees that it shall not authorize any employee or agent to enter the Secured Area/AOA/SIDA unless and until such employee or agent has executed a written consent-to-search form acceptable to MDAD. Persons not executing such consent-to-search form shall not be employed by the Permittee at the Airport, in any job requiring access to a Secured Area, or AOA, or Security Identification Display Area of the Airport.

The Permittee further agrees that MDAD has the right to revoke or suspend prior AOA access authorization or to prohibit an individual, agent or employee of the Permittee from entering the AOA based upon facts which lead a person of reasonable prudence to believe that the Permittee or such individual, employee or agent is inclined to engage in theft, cargo tampering, aircraft sabotage, or unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of MDAD or his designated management representative within a reasonable time. Prior to such hearing, the person whose authorization has been revoked or suspended or who has been denied access to the AOA shall be advised in writing, as to the reason for such action; provided, however, that nothing shall prevent MDAD from revoking or suspending such access authorization immediately if circumstances so warrant, following which the hearing may be requested and held.

9. Working Restrictions: The Permittee understands and agrees that all persons entering and working in or around international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies may not be employed by the Permittee in areas under the jurisdiction or control of such agencies.
10. Removal of Hazardous Substances and Contaminants: The Permittee shall, at its cost and expense, take all actions, required by applicable Federal, State and County laws, regulations and codes, to remove, from any Airport premises or facilities it may use in connection with its operations under this Permit, any hazardous substance or environmental contaminant, caused by its fuel operations, whether stored in drums or found in vats, containers, distribution vehicles, pipe lines or the like. All such substances and contaminants shall be so removed in consultation with the lessee of the premises on which they are stored, in a manner approved and authorized by applicable Federal, State and County laws, regulations and codes.
11. Environmental Clean Up: If MDAD advises the Permittee that it has reason to believe that the Permittee's fuel operations have caused a hazardous substance or environmental contaminant to be released on or into any ground or surface on the Airport, then the Permittee, at its sole cost and expense, and with the approval of any affected lessee and MDAD, shall retain a qualified, professional environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release and the most appropriate way to clean it up. Subject to prior approval by MDAD, the Permittee shall then comply with the recommendations and conclusions of such environmental consultant regarding the clean up efforts required. The Permittee shall also comply with any other clean up required by appropriate Federal, State and County agencies. Any such clean-up compliance by Permittee shall not waive the County's rights to whatever additional remedies for the incident are provided under the Code.

G. Notices:

Any notices required herein shall be hand delivered or sent by certified or registered mail to the parties as follows:

To Miami-Dade County:

Aviation Director
Miami-Dade County Aviation Department
P. O. Box 025524
Miami, Florida 33102-5504

To the Permittee:

or to such other address in lieu thereof as may hereafter be designated in writing by either party.

H. Entirety of Permit:

The parties hereto agree that this Permit sets forth the entire agreement between the parties, and that 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.

I. Disclosures

The Permittee acknowledges that it has completed and submitted a Drug Free Workplace Affidavit, a Miami-Dade Disclosure Affidavit, a Family Leave Affidavit, a Public Entity Crimes Affidavit, an Arrearage Affidavit, a Criminal Record Affidavit, and a Disability Nondiscrimination Affidavit. The discovery of any misrepresentation on any of these documents shall result in the automatic termination of this Permit by MDAD.

Exhibit 1

Title VI List of Pertinent Non-discrimination Acts and Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Lessees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex education programs or activities (20 U.S.C. 1681 et seq).