

Permit No.
Cust. No.:
Doc.Name:

MIAMI-DADE COUNTY, FLORIDA

Aviation Department
Miami International Airport

ARMORED CAR SERVICE PERMIT

**Issued to:
(Permittee)**

Effective Date:

The holder of this Permit is granted a nonexclusive privilege under authority of Administrative Order No. 8-5 delegated to the Aviation Department ("Department") by the County Manager to enter onto Miami International Airport ("Airport") to provide the following services:

- 1) Transportation of currency and other valuables to and from the airport and within the airport.
- 2) Guarding and maintaining surveillance over high value cargo being transferred between aircraft and locations on the airport.

NOTE: Employees and vehicles are authorized on the A.O.A.

This Permit shall be for a term of month-to-month from the effective date shown above cancelable by either party, upon not less than fifteen calendar days notice in writing at any time, to the other party. 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 3 through 10 and Exhibit A.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY FLORIDA

Date: _____ By: _____
Aviation Director

The Permittee hereby accepts this Permit and agrees to abide by all of the attached Terms and Conditions.

Date: _____ BY: _____
President

Print Name

Attest: _____
Corporate Secretary

Print Name

Corporate Seal

TERMS AND CONDITIONS

A. General:

1. Rules and Regulations: The Permittee shall observe, obey and comply with all ordinances of Miami-Dade County, Florida ("County"), including the Rules and Regulations of the Aviation Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, operational directives issued thereunder, all other 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.
2. Permits and Licenses: The Permittee shall obtain and maintain current all permits and licenses required for its operations hereunder and shall pay all taxes and license fees and excises which may be assessed, levied, exacted or imposed on its operations hereunder 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 and Occupancy and any operating permits required by the County's Department of Environmental Resources Management (DERM). Upon request from the Department, the Permittee shall provide the Department, or others designated by the Department, copies of any and all permits and licenses, applications therefor and reports required in connection therewith, which the Department may request.
3. Discrimination: The Permittee, in exercising any of the rights, or privileges herein granted, shall not on the grounds of age, race, color, sex, religion, national origin, ancestry, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Rules and Regulations of the Secretary of Transportation, the Americans with Disabilities Act or any other applicable Federal, State and County laws, rules and regulations. The County is hereby granted the right to take such actions, anything to the contrary herein notwithstanding, as any agency of the United States Government or any court of competent jurisdiction may direct to enforce this nondiscrimination covenant.
4. Indemnification: The Permittee shall defend, indemnify and hold the County and its officers, employees, agents and instrumentalities from any and all liability, 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 of nature arising out of, relating to or resulting from the negligent performance or willful misconduct of the Permittee or its employees, agents, servants, partners principals or subcontractors. The Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action 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. The Permittee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

5. Payment of Claims: The Permittee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County or 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 agents, employees or invitees, have violated any law, ordinance, rule or regulation or directive described in Section A. 1 hereof or any plan or program developed in compliance therewith.
6. 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 to any other person, corporation or legal entity.
7. Signs and Posters: No signs, posters, or similar devices shall be erected, displayed or maintained by the Permittee on the Airport, its equipment or vehicles, without the written approval of the Department, and any not so approved, may be removed by the Department 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.
8. Default Termination: 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.
9. 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 there has been no report of Gross Revenues for six consecutive months.
10. Permittee Rights: 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, except as provided under Section F. 4 hereof, as to common use facilities and ingress and egress, nor does this Permit constitute the Permittee as the agent or representative of the County for any purpose whatsoever.

B. Insurance:

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

- (a) Public Liability: Public Liability Insurance on a comprehensive basis, including Contractual Liability, in amounts not less than \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- (b) Automobile Liability: Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage.

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 by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "B" as to Management, and no less than "V" 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 the Miami-Dade County Risk Management Division.

- (c) Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to the Department 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 under the Public Liability coverage. The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Permittee, which notice shall automatically amend this Permit effective thirty days after such notice.
- (d) Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit.

C. **Fees and Payments:**

1. Percentage Permit Fee: In addition to any service or facility charges as may be established by the County from time to time, the Permittee shall pay the County for the rights and privileges granted herein a fee in the amount of **SEVEN PERCENT** of all Gross Revenues arising from the operation of its business at Miami International Airport.
2. Gross Revenues Defined: The term "Gross Revenues", as used herein, shall be construed to include all moneys paid or payable to the Permittee for all services rendered under this Permit at the Airport, whether paid or unpaid, whether on a cash or credit basis; provided, however, that any sales taxes imposed by law which are separately stated to and paid by a customer and directly payable by the Permittee to a taxing authority, shall be excluded therefrom.
3. Payment Security: Prior to the commencement of this Permit, the Permittee shall provide the County with a cash deposit, 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, as security for the payments required hereunder, in the amount of \$1,000.00, plus any applicable State sales/use taxes, as may be required by law. The amount of such payment security may be increased annually to an amount equal to 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. The Department may draw upon such payment security instrument if the Permittee fails to pay the fees and charges required to be paid under this Permit within the time limits specified herein.

4. 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 ½ percent per month) shall accrue against the delinquent payment(s) from the original date due until the Department actually receives payment.
5. 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, 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, the Department may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Department.
6. 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 592616
Miami, Florida 33159

D. **Reports**:

1. Monthly Gross Revenues Report: The Permittee shall submit a report (see Exhibit A hereto) accurately reflecting all Gross Revenues and a listing of all customers for the month by the 10th 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. Percentage fees due to the County shall be remitted together with this report. Failure of the Permittee to accurately reflect Gross Revenues on the monthly report shall result in the 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.
2. Annual Audit Required: The Permittee 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 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.

3. Waiver of Annual Audit: Notwithstanding the provisions of Paragraph D.2. (Annual Audit Required) above, if the annual Gross Revenues of the Permittee for any year of this Permit are less than \$250,000, the Permittee may, without audit, certify its Gross Revenues for such year to the Department. Such certification shall be in a form specified or approved by the Department, shall be executed, before a notary public, commissioned in the State of Florida, subject to the provisions of Chapter 837.012, Florida Statutes, by a corporate officer of the Permittee. 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 officer's certification was therefore a false oath, such shall be considered an uncorrectable default hereunder, pursuant to which the Department may terminate this Permit and shall assess a 50% surcharge on the percentage fees due on the understated portion of the Gross Revenues. In addition, the Department may 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.3 shall no longer be applicable for the remaining terms of this Permit or any subsequent agreement between the County and the Permittee.

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 the Department. 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 books of account and records relating to the operations of the Permittee hereunder; provided, however, that the Permittee shall not be required to maintain such books of account and records for more than three years after the end of each 12 months of this Permit.

F. **Operations:**

1. Security Identification Display Areas Access - Identification Badges: The Permittee shall be responsible for requesting the Department to issue identification ("ID") badges to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, designated in the Airport's security program and 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 lost or stolen ID badges and those not returned to the Department in accordance with this Section. The Department 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 may include the fingerprinting of employee applicants for such badges.

2. Service Contracts: The Permittee shall provide, quarterly to the Department, a list of all customers being serviced at the Airport. This Permit shall become a part of all service contracts with customers of the Permittee for the provision of the authorized services at the Airport and shall be attached thereto so that the contracting parties are aware of the rights, duties and responsibilities of the parties.
3. Standards of Service:
 - (a) The Permittee shall furnish good, prompt and efficient service adequate to meet all the demands for its services at the Airport, and furnish said services on a fair, equal and nondiscriminatory basis to all users thereof; provided, however, that the Permittee shall 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. The Department 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 have removed all trash and refuse to such locations in such manner as shall be designated by the Department and in accordance with Federal, State, and County requirements.
4. Common Use Facilities: The Permittee shall have the right, in common with others, as necessary for the performance of the services authorized herein, to use the ramps, roads, streets, and bridges and all other non-exclusive or common use facilities owned or provided by the County for non-exclusive air carrier use, in accordance with regulations and operating procedures and the facility use assignment processes of the Department and subject to the payment of the nondiscriminatory fees, rates and charges established by the County for such uses. 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 the Department. In such event the Terms and Conditions of this Permit will be amended including the vehicle insurance requirements.
5. Personnel: The Permittee shall properly control its employees who shall present a clean and neat appearance at all times, discharge their duties in a courteous

and manner efficient manner, shall be suitably uniformed and wear appropriate corporate and Airport identification.

6. 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 County Ordinance No. 92-15, adopted on March 17, 1992, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon 30 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 no less than 15-calendar days written notice to the Permittee, and without liability to the County, if the Department 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.
7. Vehicle and Equipment: Vehicles and equipment of the Permittee, brought on to the Air Operations Area (AOA) of the Airport, shall at all times comply with the regulations of the Department, as provided under Chapter 25, Code of Miami-Dade County, Florida, and shall be subject to approval by the Department. The Department shall have the right, but shall not be obligated, to inspect, at any time, the vehicle and equipment of the Permittee for proper safety equipment and general operating conditions. The Department, shall 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. Vehicles and equipment of the Permittee may not be stored on common use AOA.
 8. AOA – Vehicle Operator: Before the Permittee shall permit any employee to operate a motor vehicle of any type or kind on the AOA, the Permittee shall require such employee to attend and successfully complete the AOA Driver's Training Course conducted from time to time by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violations of AOA driving rules. Notwithstanding the above, the Permittee shall be responsible for

ensuring that all such vehicle operator of fueling vehicles operating on the Airport and the AOA have a current, valid Commercial Driver's License of the proper Class and with the proper endorsements, as required by law.

9. AOA - Right to Search: The Permittee agrees that its 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 AOA until such employee or agent has executed a written consent-to-search form acceptable to the Department. Person not executing such consent-to-search form shall not be employed by the Permittee at the Airport in any job requiring access to the AOA.

It is further agreed that the Department 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 such individual, employee or agent might be 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 the Department or his designated management representative within 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.

10. 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 Federal Inspection Services agencies may not be employed by the Permittee in areas under the jurisdiction or control of such agencies.

G. **Notices**

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

To Miami-Dade County:

Director
Miami-Dade County Aviation Department
P.O. Box 592075
Miami, Florida 33159

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, a Cuba 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 the Department.