



MEALS ALOFT PERMIT AGREEMENT BETWEEN BROWARD COUNTY AND SKY CHEFS, INC.

This Meals Aloft Permit Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Sky Chefs, Inc., a Delaware corporation ("Provider") (County and Provider may be collectively referred to as the "Parties"), and is effective as of the date it is fully executed by the Parties ("Effective Date").

ARTICLE 1. DEFINITIONS

1.1 **Airport** means Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all property encompassed within the boundaries of the Airport.

1.2 **Air Carrier(s)** means a certificated commercial air carrier that has authority from the appropriate regulatory department of the United States of America, or any other competent authority, to operate in and out of the Airport.

1.3 **Applicable Law** means all Environmental Laws and any and all other applicable laws, codes, advisory circulars, rules, regulations, ordinances, and resolutions of any governmental or quasi-governmental entity relating to the Airport or activities at the Airport that have been or may hereafter be adopted, including, but not limited to, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, and the Minimum Standards.

1.4 **Aviation Department** means the Broward County Aviation Department or any successor agency.

1.5 **Board** means the Board of County Commissioners of Broward County, Florida.

1.6 **Director of Aviation** means the Director of Aviation or the Acting Director of Aviation, or such other person or persons as may from time to time be authorized in writing by the Board, the Broward County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.7 **Discharge** means any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, releasing, or dumping of materials into the air, onto or in the soil, into the groundwater, into the surface water, or onto an impervious surface that has the potential to discharge into the water or onto the soil.

1.8 **Environmental Laws** means any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not

limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251, et seq.); the Safe Drinking Water Act (42 USC § 300, et seq.); the Hazardous Materials Transportation Act (49 USC § 5101, et seq.); the Toxic Substance Control Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

1.9 Environmental Site Assessment means a document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify environmental conditions, contamination, and the presence of any Hazardous Materials in, on, or under the surface.

1.10 Fiscal Year means the period beginning on October 1 and ending the following September 30, and each twelve month period thereafter, until the expiration or earlier termination of this Agreement.

1.11 Gross Revenues means the aggregate amount of all sales made and Services performed by Provider, for cash, for credit, or otherwise, of any kind, name, and nature, regardless of whether paid for or not, together with the aggregate amount of any exchanges of goods or Services at the selling price thereof as if the same had been sold for cash or the fair reasonable value thereof, whichever is greater. Gross Revenues shall include all monies paid or payable to Provider and to all Subcontractors of Provider for goods or Services supplied by Provider or any such Subcontractors to its or their customers at the Airport without regard to the manner in which, or the place at which, Provider has received the order for such goods or Services. The term Gross Revenues shall include all surcharges and other similar amounts reflected on any invoice.

1.12 Hazardous Material means any material or substance identified, listed, or defined as a "Hazardous Waste," "Hazardous Substance," "Pollutant," or "Contaminant" under applicable Environmental Laws, and which term shall include asbestos and asbestos-containing materials, petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

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

1.14 Release means any unauthorized spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, seeping, leaching, dumping, or disposing of any Hazardous Material (including abandoning or discarding barrels, containers, or other closed receptacles) to the air, waters, soils, or other natural resources of County.

1.15 Services means the in-flight passenger catering service provided to Air Carriers and private aircraft at the Airport.

1.16 **Subcontractor(s)** means an entity or individual providing Services through Provider for all or any portion of the Services under this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Minimum Insurance Coverages
Exhibit B	Nondiscrimination Requirements
Exhibit C	Security Requirements
Exhibit D	Environmental Documents

ARTICLE 3. SCOPE OF SERVICES

3.1 County hereby grants to Provider the nonexclusive right and privilege to provide Services at the Airport. Provider shall not perform any services at the Airport other than those specifically allowed by this Agreement. The privilege provided herein shall not be construed as precluding County from granting like or similar privileges to others. Provider shall provide to and maintain with the Aviation Department at all times an up-to-date list of all Air Carriers for whom Provider performs Services.

3.2 All Services shall be furnished on a fair, equal, and nondiscriminatory basis to all users thereof, and charges shall be fair, reasonable, and nondiscriminatory.

ARTICLE 4. TERM AND TERMINATION

4.1 **Term.** The term of this Agreement shall commence on **May 3, 2022** ("Term Commencement Date"), and shall continue automatically on a month-to-month basis unless and until terminated in accordance with this Agreement ("Term"), provided that the Term shall not exceed a total of five (5) years.

4.2 **Termination.** In addition to any other rights of termination provided in this Agreement, this Agreement may be terminated at any time by County, acting through the Board or the Director of Aviation, or by Provider, with or without cause, upon thirty (30) calendar days' prior written notice to the other party. If the Director of Aviation determines termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the Director of Aviation upon such shorter notice as the Director of Aviation deems appropriate under the circumstances, which shall be followed by a written "Notice of Termination" to Provider. Termination of this Agreement shall not relieve Provider of any liabilities or obligations under this Agreement that accrued on or prior to the effective date of termination or that survive termination of this Agreement. Upon the expiration or earlier termination of this Agreement, Provider shall immediately cease all Services and immediately pay in full all fees and other amounts payable to County then due and owing and County shall be released and relieved of all liability under this Agreement. Provider acknowledges that it has received good, valuable, and

sufficient consideration from County, the receipt and adequacy of which are acknowledged by Provider, for County's right to terminate this Agreement without cause.

ARTICLE 5. PAYMENT, FEES, COSTS, OTHER CHARGES, SECURITY DEPOSIT

5.1 Fees. Commencing on the Term Commencement Date, Provider shall pay five percent (5%) of Gross Revenues ("Fees"), together with all applicable sales taxes thereon, to County on a monthly basis.

5.1.1 Payment and Report. On or before the tenth (10th) calendar day of each month, Provider shall submit to County (i) a report of Gross Revenues for the preceding calendar month, and (ii) payment of the Fees attributable to that preceding calendar month. The report shall be on a form supplied by County, signed by an officer, a partner, or other person authorized to sign on behalf of Provider, and shall include all information requested by County. For the last month of the Term, the report of monthly Gross Revenues, and payment of the Fees attributable thereto, shall be delivered by Provider on or before the tenth (10th) calendar day of the following month, irrespective of the expiration of the Term, and such requirement shall remain in full force and effect until fully performed notwithstanding any earlier termination or expiration.

5.2 Taxes and Fees. Provider shall timely pay all federal, state, county, and local taxes and fees, and all special assessments of any kind, that are now or may hereafter be levied upon Provider, or upon the business conducted at the Airport by Provider, or upon any of Provider's property used in connection therewith, or upon any Fees or other sums payable under this Agreement.

5.3 Interest. Payments of any Fees or other sums payable under this Agreement that are received by County more than ten (10) days after the due date shall be subject to interest at the rate of eighteen percent (18%) per annum on the unpaid amount from the date on which the payment was due. The acceptance by County of any payment shall not be construed as a waiver of the interest charges.

5.4 Dishonored Check or Draft. If County receives a dishonored check or draft in payment of any obligation arising under this Agreement, Provider shall pay County a service charge in the amount established by County from time to time. In such event, and in addition to any other remedies available to County under this Agreement, at law, or in equity, County may require that future payments be made by cashier's check or other means acceptable to County.

5.5 Place of Payments. All payments required to be made by Provider under this Agreement must be made payable to "Broward County," and must be paid to the Finance Division, Broward County Aviation Department, 320 Terminal Drive, Suite 200, Fort Lauderdale, Florida 33315, or to such other office or address as specified by the Aviation Department.

5.6 Weekends and Holidays. If any payment due date would fall on a weekend day or holiday, the payment is due and payable on the immediately preceding County business day.

5.7 Books and Records. Provider must keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, and all other documents related to this Agreement (collectively, "books and records"). The books and records of Provider must show: all sales made for cash or credit or otherwise, without regard to whether paid or not; all records pertaining to Fees; all labor, overhead, and all sales taxes collected; the Gross Revenues of said business; and the aggregate amount of all sales and Services and orders of all Provider's business done upon, within, or in connection with, the Airport. Provider must operate its business so that a duplicate invoice and numbered receipt will be issued with each sale or transaction, whether for cash or credit, or some other comparable documentation acceptable to the Aviation Department. Provider must maintain numbered records that can be retrieved to provide a summary of invoices for any day. Provider must keep its books and records in accordance with generally accepted accounting principles and shall maintain such other books and records as the Aviation Department may request. Provider must keep separate books and records for its Airport operations.

5.7.1 Provider's books and records must be kept and maintained during the Retention Period (as hereinafter defined). The "Retention Period" is defined as the longer of: (a) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable; or (b) the period of time covering the Term and the later of three (3) years after the end of the Term or, if any audit has been initiated, resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Provider's records, Provider must comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Provider. Provider must make all books and records required to be maintained under this Agreement available to the Aviation Department at the Airport or at the corporate headquarters of Provider, as may be directed by the Aviation Department.

5.7.2 County may, upon reasonable notice to Provider, audit Provider's books and records in order to determine the correctness of the Fees paid by Provider to County for any yearly period that ended no more than three (3) years prior to the date of commencement of such audit, and Provider must make all such books and records available upon fourteen (14) days' notice. In the event that an audit reflects that the total Fees actually paid by Provider for any yearly period are less than the Fees due and owing for that yearly period, then Provider shall immediately pay the difference to County with interest thereon at eighteen percent (18%) per annum from the date such additional Fees were due. If an audit establishes that Provider has understated or underpaid the Fees by three percent (3%) or more (after any deductions and exclusions provided for in this Agreement) during the period covered by the audit, Provider must pay County the entire expense of said audit.

5.7.3 The provisions of this Section 5.7 shall survive the expiration or termination of this Agreement.

5.8 Special Audit Report. Provider must provide to the Finance Division of the Aviation Department a special audit report of all Gross Revenues from its Services at the Airport and from the operations of related or affiliated companies involved in providing Services covered by this Agreement. The special audit report must be submitted to the Aviation Department within ninety (90) days after the end of each Fiscal Year. If the Fees for the applicable Fiscal Year exceed twenty-five thousand dollars (\$25,000), the special audit report must be prepared by an independent certified public accountant in accordance with generally accepted auditing standards. If the Fees for the applicable Fiscal Year are twenty-five thousand dollars (\$25,000) or less, the special audit report must be prepared by an independent certified public accountant, the chief financial officer of Provider, or some other person or entity approved by the Aviation Department. Each special audit report must include, but not be limited to, the following:

5.8.1 Schedule of all Gross Revenues broken down by category, month, and customers serviced, and a schedule of the payments to County for such Fiscal Year.

5.8.2 A calculation to determine that the Fees have been paid in accordance with this Agreement.

5.8.3 Such other information as may be required by County to verify Gross Revenues.

5.9 Security Deposit. As security for the payment of all monies due pursuant to this Agreement and the performance of Provider's obligations under this Agreement, Provider shall post a security deposit with County equal to the sum of four (4) months of Provider's estimated monthly Fees, as determined by County in its sole discretion ("Security Deposit"). The Security Deposit shall be delivered to County with this Agreement as executed by Provider. The minimum amount of the Security Deposit shall be One Thousand and 00/100 Dollars (\$1,000.00).

(a) The Security Deposit shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County, or a payment and performance bond ("Bond") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit.

(b) Upon at least fourteen (14) days' notice to Provider, County may increase the amount of the required Security Deposit to reflect any increases in the monies due pursuant to this Agreement. In addition, upon at least fourteen (14) days' notice to Provider, County may increase the amount of the required Security Deposit if County determines, in its sole discretion, that an increase is warranted due to increased obligations under this Agreement or based upon Provider's payment or performance history at the Airport.

(c) In the event of any default by Provider (including failure to pay Fees), in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such

draw, Provider shall replenish the Security Deposit with cash, a new Letter of Credit, or a new Bond, as applicable, so it equals the full amount of the required Security Deposit.

(d) If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit must be for a period of not less than one (1) year, and the Letter of Credit must be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Provider posts a cash deposit, then such cash deposit will be retained by County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) days prior to any expiration date of the Letter of Credit or Bond, Provider must submit evidence in form satisfactory to County that said security instrument has been renewed.

(e) Each Letter of Credit must be provided by a financial institution authorized to do business in the State of Florida with a registered agent in Broward County and that has been in business with a record of successful continuous operation for at least five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report.

(f) Any failure by Provider to strictly comply with the terms of this Section 5.9 shall constitute a default, and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.10 Disincentive Fees. The following table sets forth a schedule of Disincentive Fees for violations of operating standards or failure to adhere to contractual requirements ("Disincentive Fees"). Written notice of any violation shall be given by the Aviation Department to Provider. If the violation requires the payment of a Disincentive Fee, said fee shall be paid by Provider within thirty (30) days after receipt of the notice. Each infraction in a category is considered a violation and a subsequent infraction in that category is considered a 2nd or 3rd (or further) violation. Provider acknowledges and agrees that the damages that would be incurred by County upon Provider's nonperformance are difficult to quantify and not readily ascertainable. Provider acknowledges and agrees that the Disincentive Fees are fair and reasonable. Provider waives any and all challenges and legal defenses to the validity of any Disincentive Fee amounts, including that the Disincentive Fees are void as penalties. The imposition of a Disincentive Fee shall not operate to limit or otherwise affect County's rights under this Agreement, or at law or in equity, for Provider's breach of this Agreement, or as a limit on County's damages for any breach except for those enumerated below.

<u>Infraction</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Violation of Section 3.1 – Performing unauthorized services.	\$150 per incident	\$250 per incident	\$500 per incident
Violation of Section 3.1 – Failing to provide to and maintain with the Aviation Department at all times an up-to-date list of all Air Carriers for whom Provider performs Services.	Provider will be given five days after notice (via email only) is sent by County to cure a violation of Section 3.3, but will be charged \$15 per day starting on the sixth day until Provider cures the violation.		
Violation of Section 8.4 – Failing to concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).	Provider will be given five days after notice (via email only) is sent by County to cure the violation (<i>i.e.</i> , send updated Certificates of Insurance), but will be charged \$15 per day starting on the sixth day until Provider cures the violation.		

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. Provider represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Provider, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Provider has with any third party or violates any Applicable Law. Provider further represents and warrants that execution of this Agreement is within Provider's legal powers, and each individual executing this Agreement on behalf of Provider is duly authorized by all necessary and appropriate action to do so on behalf of Provider and does so with full legal authority.

6.2 Application Representations. Provider represents and warrants that all statements and representations made in Provider's supporting documents submitted to County in connection with the award of this Agreement were true and correct when made and are true and correct as of the date Provider executes this Agreement, unless otherwise expressly disclosed in writing by Provider.

6.3 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list.

6.5 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.6 Warranty of Performance. Provider represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Provider represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.7 Verification of Employment Eligibility. Provider represents that Provider and each Subcontractor have registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause and Provider shall be liable for all costs incurred by County due to the termination.

6.8 Breach of Representations. In entering into this Agreement, Provider acknowledges that County is materially relying on the representations and warranties of Provider stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Provider.

6.9 Prohibited Telecommunications Equipment. Provider represents and certifies that Provider and its subcontractor do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider and each subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

ARTICLE 7. INDEMNIFICATION

Provider shall indemnify, hold harmless, and defend County and all of County’s current, past, and officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including

attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Aviation Department and the County Attorney, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1 Throughout the Term, Provider shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit A** in accordance with the terms and conditions of this article. Provider shall maintain insurance coverage against claims relating to any act or omission by Provider, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2 Provider shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit A** on all policies required under this article.

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Provider shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Provider shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4 Provider shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Provider has been completed, as determined by Aviation Department. Provider or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5 All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to

Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6 If Provider maintains broader coverage or higher limits than the insurance requirements stated in **Exhibit A**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Provider.

8.7 Provider shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit A** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Provider shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Provider agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Provider agrees to obtain same in endorsements to the required policies.

8.8 Unless prohibited by the applicable policy, Provider waives any right to subrogation that any of Provider's insurer may acquire against County, and agrees to obtain same in an endorsement of Provider's insurance policies.

8.9 Provider shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Provider under this article. Provider shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Provider shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10 If Provider or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Provider. If requested by County, Provider shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Provider must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit A**.

ARTICLE 9. OTHER PROVISIONS

9.1 **Employee Parking.** County is not required to provide parking for Provider's employees. County may, at its sole discretion, provide parking accommodations for Provider's employees in common with employees of other users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by County.

9.2 **Safety Management System ("SMS").** Provider shall immediately report any incidents to the Aviation Department and the Aviation Department's risk manager. Provider shall cooperate with the Aviation Department and any other County representatives with respect to any subsequent investigations of the incident. If a SMS program is established at the Airport, Provider shall comply with that program immediately upon notification of same from County. Provider shall require its Subcontractors to comply with the obligations of this section by including similar language in any subcontracts.

9.3 **Licenses.** Provider shall maintain in full force and effect all federal, state, county, and local licenses, local business tax receipts, and permits required for the operation of the business conducted by Provider.

9.4 **No Interest.** This Agreement vests in Provider no right, title, or interest whatsoever in or to any of the Airport lands or any adjacent lands or roadways of County, other than the right of using the same for the purpose of this Agreement and upon the terms and conditions set forth herein.

9.5 **Assignment and Performance.** All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County. Except for subcontracting approved in writing by County, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County may immediately terminate this Agreement.

9.6 **Transfer.** Any transfer or merger of controlling ownership between Provider and any other entity(ies), or any sale or transfer of a majority of the ownership interest in Provider (whether accomplished by one transaction or a series of transactions) without the prior written consent of County, shall affect an immediate termination of this Agreement. Notwithstanding the foregoing, the provisions of this section shall not apply to any public trades of registered stock that occur on a national stock exchange.

9.7 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY**

EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.9 Compliance with Laws. Provider shall comply with all Applicable Law in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, any pertaining to emergency training or governing the safe conduct on or operation, maintenance, or use of the Airport. Provider shall notify County within ten (10) days after receipt of any violation or notice of violation of the Applicable Law (final or otherwise) in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any violation or notice that has not been fully adjudicated (i.e., still in draft form, pending appeal, etc.).

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

9.11 Independent Contractor. Provider is an independent contractor and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Provider nor its agents shall act as officers, employees, or agents of County. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

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

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

9.15 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by authorized representatives of County and Provider. The Director of Aviation is hereby authorized to execute amendments to this Agreement on behalf of County.

In the event that the United States Government or any of its departments or agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, Provider shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required (collectively, a "Required Amendment"). Notwithstanding the foregoing, in the event any such Required Amendment would unreasonably interfere with the business operations of Provider, then Provider may refuse to consent to such Required Amendment, but Provider must give immediate notice to County of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. County shall have the right to immediately terminate this Agreement upon the failure of Provider to consent to any Required Amendment.

9.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter.

9.17 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

9.18 Survival. Upon termination or expiration of this Agreement, Provider shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the Parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

9.19 Federal Aviation Act, Section 308. Nothing contained in this Agreement shall be deemed to grant Provider any exclusive right or privilege within the meaning of Section 308 of the Federal

Aviation Act, as codified in Title 49 USC Section 40103, et seq., for the conduct of any activity on the Airport. The rights granted under this Agreement are nonexclusive, and County reserves the right to grant similar privileges to other users of the Airport facilities.

9.20 Subordination of Agreement. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations that have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions adopted at any time by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, but not limited to, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.

9.21 Agent for Service of Process. Provider must have a registered agent in the State of Florida authorized to receive service of process; otherwise, Provider designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a nonresident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of service of process, Provider may be served with such process outside the State of Florida by a certified mailing to Provider at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Provider as of the date of mailing. Provider is amenable to and agrees to the process so served, submits to personal jurisdiction in the State of Florida, and waives any and all defenses, objections, and protests thereto.

9.22 Waiver of Claims. Each of the Parties hereby waives any claim against one another or the other's officers, directors, commissioners, or employees, for any consequential damages, including, but not limited to, any loss of business or anticipated profits. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provision of this Agreement, including as amended, due to an actual or alleged breach of this Agreement or the execution or attempted execution of this Agreement.

9.23 No Remedy Exclusive. No remedy conferred in this Agreement upon or reserved to County or Provider is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy is cumulative and is in addition to every other remedy given in this Agreement or existing at any time in law or in equity.

9.24 Specific Performance. The Parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedies of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement. The Parties hereby waive any and all requirements that the other party post any security or collateral that may be otherwise required or stipulated as a condition for such party to obtain specific performance, injunctive relief, or writ of prohibition or mandamus or other equitable relief.

9.25 Development and Expansion of Airport. County shall have the right to develop, maintain, and operate the Airport as it deems advisable and desirable in accordance with such appropriate governmental authority and regulation as may be applicable, and County shall have the right to make such agreements as County deems necessary or advisable in connection with federal and state funding of Airport improvements, alterations, or modifications. If at any point County seeks federal, state, or local government approval regarding the operation or modification of the Airport, Provider shall provide any and all reasonably requested cooperation and support, including, without limitation, support of County's efforts to obtain any such approvals and execution of any documents or instruments reasonably requested by County. Provider shall not be required to bear any additional expense and shall not be deemed an agent of County.

9.26 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

with a copy to:

Director of Aviation
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: mgale@broward.org

FOR PROVIDER:

Director, Corporate Real Estate
John Hayes
Sky Chefs, Inc.
5040 Riverside Dr., Ste. 200
Irving, TX 75039
Email address: john.h.hayes@lsg-group.com

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

9.28 Civil Rights - Title VII Assurances. Provider shall abide by and comply with the nondiscrimination requirements set forth on **Exhibit B** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

9.29 Nondiscrimination. Neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

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

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

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

9.32 Security Regulations. Provider must comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit C**.

9.33 Environmental Compliance, Containment, and Removal

9.33.1 Provider shall provide to County, upon request, a list of all Hazardous Materials stored, used, generated, or disposed of on Airport property by Provider. Provider must complete the form attached hereto as **Exhibit D** and deliver same to County contemporaneously with its execution of this Agreement. Provider represents that, to the best of its knowledge, the matters disclosed on such form are accurate and complete as of the Effective Date. At the request of County (not more than once a year), Provider shall provide an accurate and complete update as to the matters set forth on **Exhibit D**.

9.33.2 Provider must comply with all Applicable Law covering the Airport, including, but not limited to, those addressing the following, if applicable:

- (1)** Proper use, storage, treatment, and disposal of Hazardous Materials, including contracting with a licensed hazardous waste transporter or treatment and disposal facility to assure proper transport and disposal of Hazardous Materials.
- (2)** Proper use, disposal, and treatment of stormwater runoff, including the construction and installation of adequate pretreatment devices or mechanisms required by Applicable Law. Provider must have in place, and make available to County for review, all required environmental licenses, approvals, permits, and other documents, including, but not limited to, if applicable, a site specific Stormwater Pollution Prevention Plan and a Spill Prevention and Countermeasures Plan.
- (3)** Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all requirements of Applicable Law, including the installation and operation of adequate monitoring devices and leak detection systems.
- (4)** Adequate facilities for management, secondary containment, and, as necessary, pretreatment of Hazardous Materials and the proper disposal thereof.
- (5)** Compliance with reporting and notification requirements of Emergency Planning and Community Right to Know Act of 1986 (Title III of the Superfund Amendments and Reauthorization Act), Rules 62-761 and 62-762, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances, as applicable.

9.33.3 The Release or Discharge of any Hazardous Materials by Provider on any Airport property, whether caused by the officers, employees, contractors, Subcontractors, or

agents of Provider, that is in an amount that is in violation of any Applicable Law, committed at any time, shall be, at Provider's expense, and upon demand of County or any local, state, or federal regulatory agency, immediately contained, removed, and abated to meet the requirements of all Applicable Law. If Provider does not take action immediately to have such Hazardous Materials contained, removed, and abated, County or any local, state, or federal regulatory agency may undertake the removal of the Hazardous Materials; however, any such action by County or any local, state, or federal regulatory agency shall not relieve Provider of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Provider or County to contain or remove Hazardous Materials, or to abate a Release or Discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its Release or Discharge. Notwithstanding the foregoing, Provider shall not be liable for the presence of any Hazardous Materials at the Airport caused by County or persons or entities other than Provider or its officers, employees, contractors, Subcontractors, or agents.

9.33.4 Provider must provide County with notice of Releases or Discharges of Hazardous Materials that occur at any area used by Provider due to Provider's operations at the Airport and that is caused by Provider or its officers, employees, contractors, Subcontractors, or agents. Such notice shall be provided in accordance with the requirements of Chapter 27 of the Broward County Code of Ordinances, including, but not limited to, Sections 27-305 and 27-355. Provider must maintain a log of all such notices and shall also maintain all records required by federal, state, County, or local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with all Applicable Law. Upon request by County, Provider shall make all documentation required by this section available for the review of County or its designated representatives.

9.33.5 As required by Applicable Law, Provider must provide the required federal, state, County, and local regulatory agencies with notice of any Release or Discharge of Hazardous Materials on the Airport, which Release or Discharge was caused by Provider. Provider must further provide County and the Environmental Protection and Growth Management Department (or successor agency) with written notice within three (3) business days following commencement of same of the measures to contain, remove, abate, remediate, and monitor any Release or Discharge in full compliance with all Applicable Law. Provider must have an updated contingency plan (or comparable document) in effect which provide minimum standards and procedures for storage, handling, and use of regulated Hazardous Materials and other Hazardous Materials, prevention and containment of Releases or Discharges, and transfer and disposal of regulated Hazardous Materials and other Hazardous Materials. The contingency plan must describe design features, response actions, and procedures to be followed in case of Releases, Discharges, or other accidents involving Hazardous Materials.

9.33.6 County, upon reasonable written notice to Provider, has the right to inspect all documents relating in any way to the Release or Discharge of any Hazardous Materials at the Airport, any curative, remediation, or monitoring efforts on any Airport property by Provider, and any documents required to be maintained under all Applicable Law, including, but not limited to, any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Hazardous Materials, Environmental Site Assessments, and sampling and test results. Provider must allow inspection by appropriate federal, state, County, and local agency personnel in accordance with all Applicable Law, and as required by any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

9.33.7 If County, pursuant to this section, arranges for the containment, removal, or abatement of any Hazardous Materials, the Release, Discharge, or abandonment of which was caused by Provider, all costs of such removal incurred by County shall be paid by Provider to County within sixty (60) calendar days after County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

9.33.8 Nothing in this Agreement shall relieve Provider of its general duty to cooperate with County in ascertaining the source and, containing, removing, and abating any Hazardous Materials and Releases or Discharges. County and its employees, contractors, and agents, upon reasonable written notice to Provider, and the federal, state, local and other County agencies, and their employees, contractors, and agents, in accordance with all Applicable Law, have the right to enter the Airport for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits, as County deems appropriate. Any such entering of the Airport by County shall be, if possible, without unreasonable interference with Provider's operations and at reasonable times.

9.33.9 If any assessment or inspection undertaken by County, state, or federal agencies indicates that further actions should be conducted, then County shall have the right to have such further actions conducted at Provider's expense. Provider must reimburse to County the cost of such assessments and inspections within sixty (60) calendar days following written demand for payment, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

9.33.10 In the event County arranges for the containment, removal, abatement, or remediation of Hazardous Materials or Hazardous Material Releases or Discharges on the Airport that are not the responsibility of Provider to correct, County shall use reasonable efforts to not disrupt Provider's operations; however, in no event shall Provider be entitled to any damages or other amounts on account of lost profits or other losses or damages as a result of County's activities under this section.

9.33.11 All flammable liquids that are kept or stored on Airport property must at all times be handled, stored, used, and dispensed in accordance with all Applicable Law and other

requirements, including, but not limited to, any rules, regulations, or minimum standards that are established by County for operations of Airport tenants.

9.33.12 The provisions of this section shall survive the expiration or other termination of this Agreement.

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

9.35 Airport Issued Identification Media and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Provider shall obtain any Airport Issued Identification Media and complete any emergency response training required by Section 2-43 of the Broward County Code of Ordinances. Provider shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the requirement that Provider compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

9.36 Right of Flight. County reserves unto itself, for the use and benefit of the public, at any and all times, a right of flight for the passage of aircraft in the airspace above the Airport together with the right to cause in that airspace such noise and other intrusions as may be inherent in the operations of any aircraft for navigation or flight in that airspace, and for aircraft landing on, taking off from, or operating at the Airport.

9.37 Compliance with FAR Part 77. Provider shall restrict the height of structures, objects of natural growth, and other obstructions on the Airport to such height as to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.

9.38 Airport Hazard. Provider shall prevent any use that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard.

9.39 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Airport, any improvements thereon, or any operations at the Airport. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing in this Agreement shall be considered zoning by contract.

9.40 Damage to Airport Facilities. Provider shall be responsible for any and all damage to the Airport caused by Provider, including, but not limited to, damage to Terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities, and any and all areas where any activities are performed by Provider.

9.41 MOA for Land Use Controls. To the extent applicable, this Agreement is subject to the Memorandum of Agreement for Land Use Controls, dated July 1, 2015, between County and the Division of Waste Management, Florida Department of Environmental Protection, recorded on July 23, 2015, at instrument #113129335 of the Official Records of Broward County, Florida, which enables County to assess and remediate contamination at the Airport consistent with applicable standards and procedures.

9.42 Signs. Provider shall obtain the written permission of County prior to the installation of signs, billboards, or advertising at the Airport, which permission may be unreasonably withheld.

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

9.44 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

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

9.46 Time of Essence. Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.

9.47 Authorized Representatives. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or the Administrative Code, staff of the Aviation Department may act on behalf of County to exercise the authority and powers of County under this Agreement to the extent authorized by the Director of Aviation.

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

9.48.1 Keep and maintain public records required by County to perform the Services under this Agreement;

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

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

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

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under Applicable Law.

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

Any material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 688.002 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2305, TCURETON@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

9.49 Standards, Responsibilities, and Nondiscrimination. Provider agrees to the following standards, responsibilities, and nondiscrimination provisions for its employees, and agrees that it will notify its employees of such standards, responsibilities, and nondiscrimination provisions:

9.49.1 Provider shall treat its employees with honesty and respect.

9.49.2 Provider shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.

9.49.3 Provider shall follow federal and state wage and hour laws, including, but not limited to, payment of overtime for hours worked.

9.49.4 Provider shall provide its employees notice of Broward County's Nonpayment of Earned Wages Ordinance.

9.49.5 Provider shall provide its employees the telephone number and e-mail address of Broward County Airport's Safety Management System in order for employees to lodge complaints about working conditions, safety, and training.

9.49.6 Provider shall not retaliate against employees for exercising their rights under federal, state, or local laws.

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

9.49.8 Provider's decisions regarding the delivery of Services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used as a basis for service delivery.

9.49.9 Provider shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any Services pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Permit Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and SKY CHEFS, INC., signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: Sharon V. Thorsen
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Digitally signed by Sharon V. Thorsen
Date: 2022.02.10 13:47:04 -05'00'

SVT/md
Meals Aloft – Sky Chefs, Inc.
12/09/2021
80071.0025

MEALS ALOFT PERMIT AGREEMENT BETWEEN
BROWARD COUNTY AND SKY CHEFS, INC.

PROVIDER

ATTEST:

By: [Signature]

Secretary

SKY CHEFS, INC.

Signature [Signature]

Print Name of Authorized Signatory John Rutjes

Title: President

1st day of Feb., 2022

(CORPORATE SEAL)

WITNESS 1:

[Signature]

Print Name: John Hayes

WITNESS 2:

[Signature]

Print Name: Jackson Hughes

EXHIBIT A
INSURANCE REQUIREMENTS
Meals Aloft Catering Permit for Sky Chefs, Inc.

Exhibit 1
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TYPE OF INSURANCE	ADDL. INSR	SUBR WVR	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$5 mil	\$5 mil
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☒	☒	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$5 mil airside \$1 mil landside	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☐ POLLUTION / ENVIRONMENTAL LIABILITY COSTS	☒	☒	If claims-made form:		\$5mil
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$25k	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	☒	If claims-made form:		\$5mil
			Extended Reporting Period of:		
			*Maximum Deductible:	\$25k	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:
 Broward County Aviation Department
 Ft. Lauderdale-Hollywood International Airport
 320 Terminal Drive
 Suite 200
 Fort Lauderdale, FL 33315 Airlines

Tracy
 Meyer
 Digitally signed
 by Tracy Meyer
 Date: 2021.11.10
 15:31:09-05'00'
 Risk Management Division

EXHIBIT B - NONDISCRIMINATION REQUIREMENTS

I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Provider, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Provider (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. 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);
- b. 49 C.F.R. part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964);
- c. 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);
- d. 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 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- h. 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 U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
 - k. 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); and
 - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
2. ***Nondiscrimination:*** Provider, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. ***Solicitations for Subcontracts, Including Procurements of Materials and Equipment:*** In all solicitations, either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Provider of the Provider's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. ***Information and Reports:*** Provider will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish the information, Provider will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. ***Sanctions for Noncompliance:*** In the event of Provider's noncompliance with the Nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Provider under the Agreement until Provider complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

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

II. **Nondiscrimination - 14 CFR Part 152 Requirements.** During the performance of this Agreement, Provider, for itself, its assignees, and successors in interest, agrees as follows:

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

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

them to require a similar assurance of their covered sub organizations, as required by 14 C.F.R. Part 152, Subpart E.

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

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

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

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

EXHIBIT C - SECURITY REQUIREMENTS – AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

Provider shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Provider, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Provider shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Provider observe these requirements. If required by the Aviation Department, Provider shall conduct background checks of its employees in accordance with applicable federal regulations. If, as a result of any act or omission of Provider, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Provider shall pay and/or reimburse to County all such fines, penalties, costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees, and all costs incurred by County in enforcing this provision. Provider shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Provider fails to remedy any such deficiency, County may do so at the sole cost and expense of Provider. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Media.** Provider shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Provider shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Provider's personnel transferred from the Airport, or terminated from the employ of Provider, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Provider must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each employee complete security training programs conducted by the Aviation Department. Provider shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to

require Provider to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Provider shall permit any employee of Provider or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Provider shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Provider or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Provider's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Provider and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Provider or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Provider or by any subconsultant/subcontractor.

(d) If any of Provider's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Nondisclosure Agreement provided by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT D - ENVIRONMENTAL DOCUMENTS

Company Name:

Sky Chefs, Inc

Mailing Address:

5040 Riverside Dr., Bldg. 1

Street or Post Office Box

City: Irving State: TX Zip Code: 75039

Name of Environmental Representative: June Weirich

Cell Phone Number: (972) 505-9737

Email Address: June.Weirich@lsg-group.com

Type of Agreement (Check One):

() Airline Service Provider Agreement

() Terminal Building Lease Agreement

() Field Usage Agreement

☒ Meals Aloft Permit

() Other _____

Describe the activities performed and/or services provided under this agreement:

Airline catering

Does the company use any gas, oil or other environmentally sensitive products in the operation of your business? Explain in detail.

No

Does the company use any equipment or vehicles that use gas, oil or other environmentally sensitive products? Explain in detail.

Sky Chef's uses commercial gasoline powered airline catering and support vehicles

Does the company perform fueling? Yes ___ No ☒

Does the company use a vendor to perform fueling? Yes ___ No ☒

If yes, what is the name and contact information of the fueling vendor?

N/A

Does the company perform aircraft or equipment maintenance? Yes ___ No ☒

Does the company use a vendor for aircraft or equipment maintenance? Yes ___ No ☒

If yes, what is the name and contact information of the maintenance vendor?

N/A

Does the company wash the exterior of planes? Yes ___ No ☒

Does the company use a vendor to wash the exterior of planes? Yes ___ No ☒

If yes, what is the name and contact information of the washing vendor?

N/A

Does the company have the following documents? Please provide a copy for the County's review:
If not applicable, denote "NA."

1. Best Management Plan, dated 2018
2. Storm Water Pollution Prevention Plan, dated _____
3. Spill Prevention Control and Countermeasures Plan, dated _____
4. Hazardous Materials Plan, dated _____
5. Other applicable environmental plans:

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

If Yes, was last filed on (date) _____

Does the company generate or store hazardous waste or hazardous materials pursuant to 40 CFR 261?

Yes ___ No ✓.

If Yes, the status is N/A conditionally exempt; N/A small; N/A large quantity generator.

If required, reports were filed on (date) N/A.

If Yes, what types of hazardous waste or materials do you generate or store?

N/A

Please provide all data sheets for any products used in cleaning or maintenance.

The County, State, or Federal governments issued to the Company the following environmental licenses and/or permits: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water). Provide copies of all environmental licenses and permits.

Permit Name/Type	License No.	Date Expires
1. <u>N/A</u>		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		