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**ORLANDO MELBOURNE INTERNATIONAL AIRPORT
AIRPORT GROUND HANDLING AND PASSENGER SERVICE OPERATIONS
MANAGEMENT CONTRACT # 2020-0708**

Between

City of Melbourne Airport Authority

And

Menzies Aviation (USA), Inc.

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**AIRPORT GROUND HANDLING AND
PASSENGER SERVICES OPERATIONS MANAGEMENT CONTRACT**

THIS CONTRACT 2020-0708 (the "Contract"), made this _____ day of _____, 2021, by and between the City of Melbourne Airport Authority, having an office and place of business at Orlando Melbourne International Airport, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901 ("Authority"), and Menzies Aviation (USA), Inc., incorporated in the State of Delaware and authorized to do business in the State of Florida, maintaining its principal office and place of business at 4900 Diplomacy Road, Fort Worth, Texas 76155, USA ("Contractor").

RECITALS

WHEREAS, Authority is the authority responsible for oversight of the Orlando Melbourne International Airport ("Airport"); and,

WHEREAS, Authority determined it is in Authority's best interest to contract with a third party Contractor with sufficient experience and competence in Ground Handling and Passenger Service Management; and

WHEREAS, Authority has determined that selecting a Contractor through a Request for Proposal ("RFP") process is in the best interest of Authority; and

WHEREAS, Authority has determined that Menzies Aviation (USA), Inc. is the successful proposer for the obligation to staff, manage, and operate Ground Handling and Passenger Services operations (including Passenger Mobility Assistance Services), as determined by Authority during the term of this Contract at the Airport.

ARTICLE 1 SCOPE OF CONTRACT

The Contractor must perform all obligations, conduct all activities, and comply with all statements and representations made in its response to the RFP, including any refinement submitted in response to Authority's solicitation of proposals for the rights granted under this Contract, as finally accepted by Authority. This includes all documents generated in the solicitation, competition, and award of this Contract, including, but not limited to, the RFP, all addenda, and clarifications, the Contractor's Proposal, and all other documents required by the RFP and this Contract, along with any supporting documentation. In the event of conflicts, the terms of this Contract shall control.

ARTICLE 2 DEFINITIONS

The following definitions apply to this Contract:

AIRPORT: The real property and facilities of the Orlando Melbourne International Airport, as they exist on the date of the commencement of this Contract, and as may be altered from time-to-time.

AUTHORITY: City of Melbourne Airport Authority, the legal entity that owns, controls, and operates the Orlando Melbourne International Airport.

AUTOMOBILE: A wheeled, self-propelled vehicle in which any person or property may be licensed for use upon a public road or highway.

BASE TERM: Five (5) years commencing on February 1, 2021 and terminating January 31, 2026.

COMMENCEMENT DATE: The performance start date of this Contract is on February 1, 2021.

CONTRACT: This Airport Ground Handling and Passenger Services Operations Management Contract, inclusive of the exhibits, and all amendments, the successful proposal in response to the RFP and all other attachments and exhibits thereto, and all future amendments or supplements that may be executed by the Parties to this Contract from time-to-time.

CONTRACTOR: As used in this Contract, Menzies Aviation (USA), Inc.

CONTRACT TERM AND OPTION TERM PERIOD: Subject to the early termination provisions set out in this Contract, the Base Term of this Contract shall be for a period of five (5) years commencing on February 1, 2021 and terminating January 31, 2026 with one three (3) year Option Term Period exercisable by mutual consent in writing signed by the Parties. If properly and timely exercised with mutual agreement of the Parties and subject to any other provisions and limitations herein or in the RFP or any associated documents, the Option Term Period shall commence February 1, 2026 and terminate on January 31, 2029. The Parties must exercise the Option Term Period in writing on or before the last day of the Base Term or this Contract will terminate as called for in this Contract, and the Option Term Period will no longer be exercisable (absent a separate, written waiver signed by the Parties) regardless of any Party's compliance with all other provisions of this Contract. Any term period of this Contract, whether the Base Term or the Option Term Period, may be referred to as Term.

DIRECTOR OF AVIATION/EXECUTIVE DIRECTOR (DIRECTOR): The senior executive manager or his/her designee of the City of Melbourne Airport Authority. This term may be used interchangeably with the term "Authority" in executing provisions of this Contract unless specifically excluded.

EFFECTIVE DATE: This Contract is effective February 1, 2021.

FISCAL YEAR: The Authority's fiscal year begins on October 1 and ends September 30 of any given year.

GROUND HANDLING SERVICES: The activity of servicing aircraft while on the ground, such as loading/unloading baggage/cargo, cleaning/grooming the cabin, and marshalling aircraft at the Airport.

OPERATIONS MANUAL: Written instructions, rules, and conditions detailing operation and management of the Ground Handling and Passenger Service Operations required under Article 7 and attached as Exhibit D, which are made part of this Contract by reference.

OPTION TERM PERIOD: The three-year period following the Base Term that may, pursuant to the express terms of this Contract, be added to the Base Term.

PREMISES: This term includes all areas identified as office space, Ground Handling Ramp, Passenger Services areas, and/or the other areas designated by Authority during the Contract Term for Contractor's use and benefit, which may be amended from time-to-time. Space Authority provides within the Airport to the Contractor under this Contract at no charge for use in support of the management of Ground Handling and Passenger Service Operations Management. Any space required in addition to the Space provided may be assessed rent at the applicable rate.

ARTICLE 3 CONTRACT TERM/VALUE/FUNDING

This Contract is effective February 1, 2021. Authority grants Contractor the rights listed in Article 5 (Rights Granted and Obligations Undertaken) for a term of five (5) years beginning February 1, 2021 and terminating January 31, 2026 with one three (3) year Option Term Period exercisable by mutual consent in writing signed by the Parties, unless terminated earlier per this Contract or extended by mutual, proper, and timely exercise of any options provided herein. No earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of the Base Term, Contractor may request to exercise the Option Term Period of this Contract subject to the financial terms being adjusted at the discretion of Authority, which may be granted upon mutual consent of the Parties as evidenced by a writing signed by both Parties. Parties must execute the written extension on or before January 31, 2026.

If the Contract is extended as herein above, Contractor agrees to perform during the exercised Option Term Period in accordance with the terms and conditions herein, as may be modified with regard to financial consideration as agreed to by the Parties and without further negotiation of the remaining terms and conditions of this Contract.

In order to avoid any service interruption and to facilitate the fair and orderly selection of and transition to any successor contractor, Authority may, by written notice to Contractor provided not less than one hundred twenty (120) days before the end of the Base Term or Option Term Period, whichever is then in effect, require Contractor to continue to perform Ground Handling and Passenger Service Operations Management as set forth in this Contract beyond the end of the Base Term (if an Option Term Period is not granted) under this Article 3 or the Option Term Period (if applicable). This "holding over" term will not exceed one hundred twenty (120) days. The fee, terms and conditions will be the same as if Authority had exercised the Option Period Term, prorated on a daily basis, and paid monthly. Authority will give sixty (60) days' written notice of cancellation of partial term.

ARTICLE 4 PREMISES

Authority will deliver the Premises, as defined above, to Contractor on the Commencement Date of this Contract. Contractor accepts the Premises in its present condition and "as is/where is." The Parties will agree on the Condition of the Premises immediately prior to the entry by the Contractor to the Premises (Exhibit B Condition of Premises). Contractor acknowledges that Authority's obligation is initially making the Premises available to Contractor for its use.

Authority, by its officers, employees, agents, representatives, and contractors, has the right of access to the Premises at all times for the purpose of using, temporarily or permanently, such portions necessary for making improvements and repairs to the Premises and other Airport facilities.

ARTICLE 5 RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN

Authority reserves the right to adjust the Contract staffing when considering the necessary number of required positions. Authority may exercise such rights at any time during the Base Term or Option Period Term, if exercised, of this Contract by giving Contractor no less than ninety (90) days' written notice of Authority's intention.

Authority grants Contractor the authority to exercise the following rights subject to the obligations under this Contract:

A. CONTRACTOR RIGHTS AND OBLIGATIONS:

The right and obligation, under the terms of this Contract and subject to direction by Authority, to manage and operate the Ground Handling and Passenger Service Operations Management in an efficient manner, to ensure quality, timely services and effective control, in connection with the management and operation of the Orlando Melbourne International Airport (MLB) Ground Handling and Passenger Services. These rights and obligations are to be performed in an efficient manner to ensure quality service. Although these obligations will not diminish during the Contract Term, the specific areas to which they apply might, in Authority's sole discretion, diminish, or expand as provided for in this Contract with an increase or decrease in staffing requirements. Provided that any unilateral changes will not modify this Contract or cause Contractor to incur expenses not reimbursed by Authority.

B. GENERAL RIGHTS:

Contractor shall have the right of ingress and egress, and to occupy the Premises by Contractor, its personnel, suppliers, and service personnel, for the specific purposes set forth herein, subject to the Airport's regulations and policies.

The right to limit any subcontract or joint venture role in the administration of the Contract is subject to prior written consent of Authority. Such subcontract or joint venture agreement must require, at a minimum, strict compliance with the provisions of this Contract and MLB rules, regulations and standards. Contractor agrees that it is responsible for the operational and financial performance of its subcontractors and joint venture partners under this Contract. Contractor agrees to initiate and take all corrective action should a subcontract or joint venture partner fail to comply with its contract with the Contractor or any provision of this Contract. The failure of a subcontractor or joint venture partner to comply with the provisions of this Contract shall constitute a default by Contractor under this Contract entitling Authority to terminate in accordance with the provisions herein.

RESERVATIONS AND PROHIBITIONS:

Contractor will not sell any service or product not described in this Contract without the advance written consent of Authority, which shall be granted at the sole discretion of Authority.

ARTICLE 6 FINANCIAL CONSIDERATION & OPERATING EXPENSE REIMBURSEMENT

A. COMPENSATION:

As compensation for managing and operating the Ground Handling and Passenger Service Operations, the Authority will pay Contractor a fee payable on a monthly basis. The fee shall be based on a per-aircraft turn rate according to the costs included in the Contractor's Proposal (Exhibit A). Authority will pay the fee, which shall be included in each monthly invoice, within fifteen (15) days of receiving a proper invoice and Monthly Activity Report for the month in which services are rendered.

Authority reserves the right to dispute and exclude from payment any costs that Authority believes are not authorized under this Contract. The Parties will resolve any disputes in an expedited manner. Authority will pay any interest rate equal to the highest rate allowed by the City of Melbourne on

delinquent payment from the date which payment was due, and Authority has not remedied delinquent payment within thirty (30) days of written notification thereof.

Rate increases shall not exceed the Consumer Price Index (CPI) rate of All Urban Wage Earners and Clerical Workers (182-1984=100) as established annually by the United States Bureau of Labor Statistics. The rate schedule may be adjusted each year beginning on the first anniversary of the Effective Date and every year thereafter ("Rate Adjustment Date") based upon the percentage increase, if any, of the CPI rate beginning three months prior to the Rate Adjustment Date subject to review and approval of the Authority. Contractor shall give Authority 30 days' written notice prior to any proposed rate change.

When changes occur in the schedule, and/or frequencies and/or types of aircraft, which affect the handling costs, either party shall have the right to request an adjustment to the handling charges as from the date of the change.

B. SUPPORTING DOCUMENTATION:

Contractor shall submit monthly activity reports to Authority by the tenth (10th) calendar day of each month following the month in which services are performed listing all costs in accordance with Article 8.B - Reports.

C. TRACKING AND PENALTIES:

1. Contractor will maintain reports, and other source documents to standards approved by Authority, in writing and contained in the Operations Manual. Authority has the right to audit operations during the Term of this Contract and for a period of two (2) years following the termination or expiration of the Contract.

If Authority finds that Contractor has not complied with the terms of this Contract and any approved operating standards and such failures are not remedied following written notice and a cure period not to exceed ten (10) calendar days, Contractor will pay liquidated damages of fifty dollars (\$50.00) per day, for the first three calendar days, for each day it takes to bring the records into compliance. After the first three calendar days of noncompliance, Contractor will pay liquidated damages of two hundred fifty dollars (\$250.00) per day for each day it takes to bring the records into compliance. If at the end of the fifth (5th) calendar day, the source document cannot be located, it will be declared lost. The total cost for a lost source document will be the

sum of the five-day liquidated damages, which is six hundred fifty dollars (\$650.00), which shall be due within fifteen (15) days of demand and payable by Contractor to Authority.

Neither the assessment by Authority nor the payment by Contractor of liquidated damages will release Contractor from the full, actual damages to Authority for any failure to maintain required documentation. Liquidated Damages are due and payable within fifteen (15) days of demand, and failure to pay shall be considered a default under this Contract.

2. Contractor will pay Authority any monies lost due to negligence, audit adjustments, theft, or unaccounted for as addressed in Subsection 3, below. Additionally, Contractor will pay interest as called for in this Contract on these amounts from the time they are due until the time they are collected. The interest charged will be the then-current legal rate established for post-judgment interest allowed by the City of Melbourne and/or the State of Florida.
3. Contractor will pay liquidated damages as provided in this Article 6 for any material violation of this Contract without reimbursement from Authority following written notice and a cure period not to exceed ten (10) calendar days as provided for herein. Payment of said liquidated damages will not release Contractor from the full actual damages to Authority related to any violation of this Contract.

Contractor and Authority stipulate that if there are three (3) violations and written notices within any twelve (12) month period during any Term of the Contract, Authority reserves the right to terminate this Contract without liability with thirty (30) days' written notice. Authority reserves the right to withhold the Liquidated Damages from Contractor's expense reimbursement under this Article 6 if not paid within fifteen (15) days of demand.

4. Before assessing liquidated damages under this Contract, Authority shall provide Contractor with written notice of the failure to comply with the Contract that is subject to the assessment of liquidated damages. For the purposes of this Section, the required written notice may be either hand delivered or emailed to Contractor's on-site manager.

With the exception of staffing failures, if the failure to comply does not pose a safety or liability risk to Authority, the Airport, the public, or employees at the Airport, Contractor will have forty-eight (48) hours upon receipt of notice to remedy the noted violation. If such a violation is not remedied or reasonable action taken to cause such a remedy to Authority's satisfaction, acting

reasonably, within the forty-eight (48) hour period, or in all cases if the violation poses a safety or liability risk to Authority, the Authority shall be entitled to liquidated damages from the time the violation began through the time the violation is cured. If Contractor can demonstrate that a violation does not pose a safety or liability risk as described above or cannot be remedied with the forty-eight (48) hour period, Contractor may submit a schedule to remedy the violation with a written request for an extension of time. Authority must receive the written request prior to the deadline. Authority will review the request and, in its reasonable discretion, decide whether to reduce or eliminate liquidated damages during an extended period for cure.

D. NON-REIMBURSABLE:

The following costs shall be EXCLUDED from any reimbursement from Authority to Contractor and shall be at the sole cost of the Contractor:

- Cost of repair for damages caused by negligence or omissions of Contractor or its employees shall be at the sole cost of Contractor;
- Professional memberships of Contractor or its employees;
- Charitable and political contributions;
- Any liquidated damages allowed to Authority under this Contract;
- All licenses, permits, fees, and business taxes necessary to conduct business;
- Headquarters (Contractor's home office) costs and expenses of legal, administrative, bookkeeping, executive personnel, and company officials;
- The cost of insurance and bond coverage required by this Contract, including insurance deductibles;
- Travel and direct travel related expenses for employees authorized under this Contract;
- Salaries, wages, training, travel expenses associated with air carrier training, uniforms and badging fees.

E. SUBSIDIES AND GRANTS:

Any subsidy or monetary grant Contractor receives from a governmental agency for participating in a government-sponsored program for persons employed by Contractor or programs operated in conjunction with this Contract will not be eligible for reimbursement to the Authority.

ARTICLE 7 GROUND HANDLING AND PASSENGER SERVICE OPERATIONS MANAGEMENT

Contractor will do the following:

A. QUALITY OF SERVICE:

In the performance of its service at the Airport, Contractor will maintain a high degree and standard of professionalism. In particular, Contractor will comply strictly with the following conditions and requirements:

1. Operate Ground Handling and Passenger Service Operations Management in accordance with the highest standards and practices of the trade in the region;
2. Conduct its operation in an orderly and courteous manner, so as to not annoy, disturb, or offend customers, users, employees, or tenants of the Airport;
3. Provide and maintain sufficient staff, materials, supplies, and equipment to ensure a high standard of Ground Handling Services and Passenger Service Operations for domestic and international air carrier(s);
4. Maintain the Ground Handling and Passenger Service Operations Management operation for twenty-four (24) hours per day (as necessary), seven (7) days per week including all holidays.

B. MAINTENANCE AND OPERATIONS:

Contractor shall provide for the maintenance and operation functions as described in Contractor's submitted proposal (Exhibit A) and as follows:

1. GENERAL OPERATIONS:

- a. Contractor will safeguard all equipment and furnishings provided by Authority and return them to Authority in good working condition, normal wear and tear excepted, upon termination of this Contract. If damage or destruction to equipment is proven to be caused by Contractor's negligence, and is not covered by insurance, Contractor will pay all direct and indirect costs of repair or replacement. Such costs incurred by Contractor are not reimbursable under this Contract and are due and payable within fifteen (15) days of demand.
- b. Authority may replace equipment or perform other capital improvements on the Premises during the Term of this Contract. Contractor agrees to cooperate with Authority in the coordination of any such improvements and to use its best efforts to minimize the effects of the improvements on the ongoing operation.

- c. Contractor will respond to an emergency by following adopted emergency procedures as directed by Authority. If any emergency arises for which there is no written procedure, Contractor will exercise the judgment of a prudent Ground Handling and Passenger Service Operations Management Contractor, keeping in mind the best interest of Authority and the public. Subsequent to the exercise of judgment due to an emergency, Contractor shall immediately notify the Director of Aviation verbally and follow up in writing the nature of the emergency and judgment. Subsequent to the notice, Contractor will endeavor to work with Authority to create a standard operating procedure for similar future instances.
- d. Contractor will inspect the Premises on an agreed to schedule and inform Authority in writing in a timely manner of any needed maintenance or repairs required for which Authority is responsible.
- e. Contractor will notify Authority in writing prior to applying for any government subsidy or money grant related to Contractor's management or operation of the Ground Handling and Passenger Service Operations Management.
- f. This Contract neither grants Contractor the right to provide nor to perform any other business or commercial activity at the Airport or related business off-Airport that compete with the on-Airport Contract nor does it grant Contractor the right to use the trademarks, symbols, trade names, or name of the Airport, either directly or indirectly, in connection with any production, promotion, service, or publication without the prior written consent of Authority.

2. MAINTENANCE AND REPAIR:

Contractor shall cover any expenses anticipated in order to comply with the provisions of this Section.

- a. The Premises will be maintained in a clean, safe, sanitary condition. Areas will be cleaned on a daily frequency commensurate with traffic and assigned functions. Authority will dispose of rubbish in a clean and sanitary manner. Contractor will have use of the existing trash receptacles.
- b. Contractor will use its best efforts to keep all structures occupied by Contractor on the Premises free from rodent infestations. Where rodents are found, Contractor will notify Authority immediately and Authority will promptly request extermination services be performed by approved processes that will not be injurious to human health. After treatment,

proper precautions will be taken to keep from future re-infestations. In the event infestation is proven to be caused by the negligence of Contractor, the cost of treating the infestation will be charged to Contractor and due and payable within fifteen (15) days of demand.

- c. Contractor will replace any burned out light bulbs in the assigned office space. Authority will replace all lightbulbs that are intended to provide public lighting. Contractor will notify Authority of any damaged light poles and fixtures in the assigned areas. The disposal of light bulbs will be coordinated with Airport Maintenance.
- d. Contractor will pick up FOD, loose rubbish, litter, debris, or garbage from around work areas daily, and dispose of it in accordance with all Airport, International, local, City, and federal regulations.
- e. Authority will maintain and replace, when necessary, a communication system to enable communications between the Contractor and Airport personnel.
- f. Contractor shall immediately report to Authority any structural damage in the Premises.
- g. Contractor will provide and pay for its telephone system and internet access in Contractor's office space, and any other communication system necessary to perform the obligations of this Contract. The telephone service will include any local connections required to perform the tasks identified in this Contract, such as credit/debit card processing, and any other computer services used by Contractor.

PAYMENT CARD INDUSTRY (PCI) DATA SECURITY: Contractor agrees to comply with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements for its systems and networks, and/or Authority provided systems and networks under this Contract, which store, process, and/or transmit cardholder data as defined by the PCI Security Standard Council (Cardholder Data). Contractor acknowledges it is responsible for the security of cardholder data handled by the Contractor and agrees to indemnify and hold Authority harmless from any liability and/or damages related to Contractor's failure to comply with this section. The Authority and Contractor shall meet to identify the specific systems and networks that store, process, and/or transmit Cardholder Data to determine the desired actions and identify responsibilities as applicable to the PCI DSS requirement areas. Contractor shall pay for long

distance charges assigned to Contractor's system due and payable within fifteen (15) days of demand.

- h. The right to construct and install fixtures, equipment, and other improvements necessary to manage the Ground Handling and Passenger Service Operations as authorized and required under this Contract is subject to prior written approval of the Director.

3. OFFICE SPACE AND EQUIPMENT:

Contractor shall cover any expenses anticipated in order to comply with the provisions of this Section.

- a. Contractor is responsible for maintaining the interior surface of the Premises made available for Contractor's use in this Contract. Authority will paint the interior of the Premises, as it deems necessary during the Term of this Contract. Timing shall be coordinated with Contractor and Authority.
- b. Authority is responsible for maintaining and repairing the flooring in the Premises and when needed as determined by Authority.
- c. Contractor is responsible for maintaining, repairing, and replacing any Contractor-owned light bulbs, fixtures, and lamps in the office space, excluding the electrical systems as indicated herein as an Authority responsibility.
- d. Contractor is responsible for daily housekeeping for any Authority-provided appliances (microwave, refrigerators, etc.) in the Premises as needed. Appliances provided are not eligible for reimbursement.
- e. Authority is responsible for maintaining, repairing, and replacing all locks for the Premises as needed, unless cost is incurred due to Contractor's negligence.
- f. Contractor will immediately report any problems or potential problems with the HVAC, plumbing, or electrical systems to Authority in its assigned Premises.
- g. Contractor will ensure continuous operation of all equipment and maintain personnel levels necessary to ensure sufficient service levels. Personnel requirements will be included in the Operations Manual. In the event of any equipment malfunction, Contractor shall increase staffing as needed and continue services to the best of its ability.

4. EQUIPMENT:

Contractor will provide and maintain equipment in proper safe/working order to support domestic, international, ad hoc, and emergency declarations services. The Contractor shall provide equipment for various aircraft categories, such as, ground power units, cooling unit, loading/unloading equipment, air start unit, tow-in/push-back tractor, lavatory carts, container freight loader, stair truck and golf carts/vehicles for transportation of staff to and from the ramp area.

The Contractor shall be responsible for procuring any necessary equipment, parts, oil, lubricants, etc. to maintain and acquire all equipment. The Authority will provide fuel. All equipment, as appropriate, shall be compliant with the Americans with Disabilities Act (ADA).

Contractor shall maintain all equipment in a clean and operational status. The Authority shall have discretion in determining "clean". The Authority will establish a parking standard for non-operating equipment.

5. OPERATIONS MANUAL:

No later than thirty (30) days after the start of the Base Term of this Contract, Contractor will submit an Operations Manual regarding the day-to-day operations specific to the Ground Handling and Passenger Service Operations Management at the Orlando Melbourne International Airport for Authority review and approval in writing. The final approved Operations Manual shall be incorporated into this Contract via a formal contract amendment.

Authority reserves the right to amend the Operations Manual at its sole discretion throughout the Contract Term, provided that any unilateral changes will not modify this Contract or cause Contractor to incur expenses not reimbursed by Authority. Authority has the right to approve, reject, or modify any Operations Manual to be used in connection with the day-to-day operations for the Ground Handling and Passenger Service Operations Management. It is intended to be a dynamic document, reviewed, and revised regularly to reflect changing situations.

Contractor will operate the Ground Handling and Passenger Service Operations Management in accordance with this Contract and the Operations Manual approved by Authority and shall keep an updated copy in the Contractor's manager's office.

The Operations Manual shall include, at a minimum, the following:

- Hours of Operation
- Employee Schedules
- Emergency Procedures
- Employee Training Guide
- Customer Service Policies
- Employee Job Descriptions
- Company Personnel Policies
- Equipment/Vehicle Maintenance Schedules
- General Operating and Management Policies
- Manager's Office Location, Mobile and Home Phone Numbers
- Procedures to Address Customer Claims for Bodily Injury and/or Property Damage

The Director of Aviation shall have the sole discretion to determine Contractor's compliance with any Operations Manual used. If there are any inconsistencies between the Operations Manual and this Contract, the provisions of this Contract govern unless agreed to in writing by the Director of Aviation.

6. REMOVAL OF INTERNATIONAL WASTE

The Contractor shall ensure that international waste is removed, handled, transported and stored in accordance with local regulations respecting international waste. In addition, the Contractor shall deposit international waste at the places designated by the Authority in accordance with local regulations.

Contractor must obtain the Animal and Plant Health Inspection Service (APHIS) compliance agreement with the USDA for regulated garbage concerning international trash. Contractor will have one year from the commencement date of this Contract to obtain required USDA certification/licensing for compliance.

7. HEALTH AND SAFETY:

Contractor is responsible for reporting all health and safety issues to Authority affecting its operations and/or that come to its attention.

ARTICLE 8 BOOKS, RECORDS, ACCOUNTING AND AUDIT

A. MAINTENANCE OF BOOKS AND RECORDS:

Contractor will keep full and accurate books and records that show all costs of operation and management of Ground Handling and Passenger Services Operations Management. All books and records will be kept in accordance with Generally Accepted Accounting Principles (GAAP), acceptable to Authority, and in accordance with the Operations Manual approved by Authority in a location agreed to by Authority.

Contractor's books and records must, in the determination of Authority, enable the Contractor to accurately report, and Authority to easily check, payments due Contractor and/or Authority under this Contract. The maintenance of these books and records described in this Article shall be reimbursed by Authority and shall be included in the submitted daily and monthly activity report by Contractor.

1. As used in this Contract, "books and records" include, without limitation, daily or periodic summary reports, daily, monthly, and annual reports, reports to federal, state, and local agencies and contracts with third parties (including subcontractors and joint venture partners) on the Airport that contract for services with Contractor. Authority, or its designee(s), shall have access to the above referenced records at all times regardless of the media in which the information is stored.
2. Contractor will keep and maintain records in a separate set of books devoted exclusively to Contractor's operations at the Orlando Melbourne International Airport. Such books and records will be and remains the property of Authority and will be open to inspection of Authority within three (3) working days upon demand. Contractor shall retain all "books and records" in accordance with applicable Florida record retention laws, which may be amended from time to time.
3. The entire Contractor's "books and records" required by this Article must be submitted in terms of the United States of America currency.

B. REPORTS:

Contractor must submit to the Authority each required report as defined below. Each report must be typed and reflect activity as described below (refer to appendix C):

1. **DAILY:** Contractor must submit to Authority a detailed report each of ramp operations using the Daily Flight Operations Activity report. Reporting must include but is not limited to each air carrier's flight number, tail number, aircraft type, gate number, scheduled time of arrival, estimated time of arrival, actual time of arrival, delayed timings, required equipment to operate flight, timing of baggage load/off load and passenger enplanement and deplanement.
2. **MONTHLY:** Contractor must submit to Authority by the 10th calendar day of each month a Monthly Activity Report that summarizes data from the Daily Flight Operations Activity Report for operation activity for each month.
3. **TRAINING:** The Authority at any time may request the following documents:
 - Personnel training activities (Specify courses and number of personnel completing each course)
 - Staffing changes with explanations
 - Personnel certification activities/status

C. **ADDITIONAL INFORMATION:** Authority, acting reasonably, may require and Contractor must comply with requests for additional reports and records that are not specifically required by this Article.

D. **AUDIT:** Contractor's books and records must enable Contractor to accurately report, and Authority to easily verify, expenses to be reimbursed by Authority. All books, ledgers, journals, accounts, and records will be open for examination, audit, and copying by Authority, during ordinary business hours. Authority will have the option of having the necessary books and records transported to a location on the Airport for examination, audit, or copying and delivering the records to Authority. Authority reserves the right to conduct an audit at any time during a Term.

ARTICLE 9 AUTHORITY'S RESPONSIBILITIES

Authority will do the following:

- A. Provide and maintain in good order and condition all lighting fixtures and furnish electricity for lighting of Ramp and Ground Handling and Passenger Service Operations Management facilities/areas.
- B. Maintain the Ramp surfaces (including painting and striping) and other fixed facilities necessary to Ground Handling and Passenger Service Operations Management.

- C. Provide office/training space on the Airport for use by Contractor.

ARTICLE 10 CONTRACTOR PERSONNEL

Contractor will employ and provide sufficient personnel to maintain the quality of service required by airline industry standards, air carrier agreements (held with the Authority) and the Airport Authority's Rules and Regulations during the entire term of this Contract. The Director of Aviation has the sole discretion to determine whether sufficient personnel are provided. Number and categories of personnel employed by Contractor will be based on the Methodology for Management and Staffing plan included in the Contractor's Proposal (Exhibit A). Staffing is subject to adjustment at the sole discretion of Authority, acting reasonably, provided that any unilateral changes will not modify this Contract or cause Contractor to incur expenses not reimbursed by Authority. Contractor will comply with all applicable laws regarding employee benefits paid (i.e., holiday, vacation, health insurance, etc.).

ARTICLE 11 INSURANCE AND INDEMNIFICATION

A. INSURANCE: Contractor will maintain the following insurance at all times during the term of this Contract, in the amounts not less than those specified below. Authority, during any and all Terms of this Contract, in its sole discretion, acting reasonably, may increase the minimum amounts for the insurance required hereunder upon sixty (60) days' written notice to Contractor.

1. MINIMUM LIMITS OF INSURANCE: CONTRACTOR SHALL MAINTAIN COVERAGE LIMITS OF NO LESS THAN:

- Comprehensive General Liability: Two Million Dollars (\$2,000,000) combined single limit per occurrence including, but not limited to, broad form property damage, personal injury, contractual, independent contractors, underground explosion and collapse hazard, and premises/operations.
 - a. The policy must provide coverage for bodily injury, property damage, and liability arising from premises and operations, independent contractors, products-completed operations, liability assumed under an insured contract (including tort liability of another assumed in an agreement) and hangar keeper's liability. The Contractor shall require its vendors, vendees, and subcontractors to maintain a similar commercial general liability insurance policy with the same coverages for bodily injury and property damage, and that names the Authority as an additional insured.
- Automobile Liability: Two Million Dollars (\$2,000,000) combined single limit per accident for any auto, hired autos, and non-owned autos for bodily injury and property damage.

- Workers' Compensation and Employers' Liability: Workers' Compensation and Employers' Liability insurance as required by the statutes of the State of Florida.
 - a. Employer's Liability:
 - \$ 1,000,000 bodily injury by accident for each person
 - \$ 1,000,000 bodily injury by disease for each person
 - \$ 1,000,000 bodily injury by disease, policy limit
 - Fire Insurance: Contractor shall obtain and maintain at all times during any Term of the Contract a fire insurance policy with coverage in the amount of at least One Million Dollars (\$1,000,000) annually. The fire insurance policy shall name the Authority as an additional insured.
 - Umbrella Liability: Twenty Million Dollars (\$20,000,000) excess policy per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required hereinabove.
2. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions within the insurance policies of the Contractor shall be in line with standard industry practice for a global provider of Ground Handling Services.
 3. Acceptability of Insurers: The insurance companies shall have an A.M. Best's rating and financial size of at least A- and shall be licensed, admitted, and authorized to do business in the State of Florida.
 4. Proof of Coverage: Concurrent with the execution of this Contract, Contractor shall provide proof of insurance coverage by providing a certificate of Contractor's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements thereto, shall provide that (a) insurance coverage shall not be cancelled, changed, or reduced in limits without at least thirty (30) days prior written notice to Authority, (b) City of Melbourne Airport Authority is named as an additional insured, (c) the policy shall be considered primary as regards to any other insurance coverage Authority may possess, including any self-insured retention or deductible Authority may have, and any other insurance coverage Authority may possess shall be considered excess insurance of and non-contributory with Contractor's insurance, (d) the limits of liability required therein are on an occurrence basis, (e) the policy shall be endorsed with a severability of interest or cross liability endorsement providing that the coverage shall act for each insured and additional insured as though a separate policy had been written for each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability to the insurance company.

The Contractor shall waive all rights of subrogation against Authority, its respective officers, elected, or appointed officials and employees for the recovery of damages to the extent that these damages are covered by any of the insurance policies required by this Contract.

Certificates of insurance coverage, additional insured endorsements, waiver of subrogation endorsements and notice of cancellation or termination endorsements must be provided to the Airport's Executive Director.

5. Change of Coverage or Cancellation: If the insurance coverage required herein is cancelled, changed, or reduced in limits, within fifteen (15) days after receipt of notice, but in no event later than ten (10) days prior to the effective date of cancellation, change, or reduction, Contractor shall provide to the Authority a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certification, Authority, without further notice and at its option, may either (a) exercise Authority's rights as provided in the default provisions of this Contract.

B. INDEMNIFICATION:

Subject always to the limits of insurance set out in Article 11.A.1. above, Contractor ("Indemnitor") shall fully indemnify, defend, save, and hold harmless Authority, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Authority on account of injury or damage to person including, without limitation foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss arising out of, be caused by: (i) Contractor's occupancy of the Premises and any and all activities associated with Contractor's use of the Premises; (ii) the violation by Contractor, its officers, employees agents, contractors, subcontractors, or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly, to the Contract; (iii) the exercise of rights under this Contract; or (iv) a negligent or willful act or omission on the part of Contractor, its employees, agents, contractors, subcontractors, or representatives pertaining to the Contract ("Asserted Incident"), including all reasonable expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the Asserted Incident.

To the extent permitted by law, neither Party shall be liable for any (i) loss of revenue, (ii) loss of profits, (iii) loss of goodwill, (iv) brand diminution or (v) indirect, incidental, punitive, consequential or exemplary damages, arising from any provision of the services under this Contract, even if such Party had been advised of the possibility of such damages, and each Party hereby releases and waives any claims against the other Party regarding such damages.

The maximum financial liability of the Contractor arising pursuant to this Contract or the provision of the Services whether in contract, tort or otherwise shall not exceed in aggregate \$20,000,000 (Twenty Million Dollars), or such lower amount pursuant to any contractual agreement between an Indemnitee and another third party.

Nothing in this Contract shall relieve an Indemnitee from any obligation to mitigate any loss, damage, costs that would otherwise form the basis of a claim for indemnification under this Contract.

ARTICLE 12 TERMINATION

A. TERMINATION:

1. Authority has the right to terminate this Contract in its entirety and recover possession of the Premises, upon written notice to Contractor, if any of the following events occur:

- a. The occurrence of any act or omission on the part of Contractor that deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized under this Contract.
 - b. The filing by or against Contractor of any bankruptcy petition, either voluntarily or involuntarily, or making by Contractor of any assignment for the benefit of creditors, either of which actions will terminate this Contract and bar the passing hereunder of any benefits to creditors, assignees, or transferees of Contractor.
 - c. The abandonment, discontinuance, or assignment by Contractor, without written consent of Authority, of any or all of the operations and/or services permitted or required by this Contract, except as provided in this Contract.
 - d. Failure of Contractor to comply with Authority approved Operations Manual or perform any obligation of this Contract within a ten (10) calendar day cure period unless the cure period is otherwise specified in this Contract.
 - e. Deterioration of services for a period, which in the sole determination of Authority, materially and adversely affects the operation of the public service required to be performed by Contractor under this Contract; provided however, that Authority will notify Contractor in writing of the services or operations requiring remedy and give ten (10) calendar days in which to correct the problem or to enact such corrective actions if correction of the problem will take more than ten (10) calendar days, in which event such corrective actions must be pursued diligently and consistently and must be completed within a reasonable period of time as determined by Authority in its sole discretion.
2. Upon termination by Authority, all rights, powers, privileges, and authority granted to Contractor under this Contract will cease immediately and Contractor agrees to vacate the Premises used or occupied by it in connection with its operation under this Contract and to leave the space in its original condition in accordance with the Exhibit B - Condition of Premises, normal wear and tear excepted. Authority will provide any repairs required to return the space to that condition and the cost of such repair plus a ten percent (10%) administrative fee will be invoiced to Contractor and due and payable within fifteen (15) days of demand. Termination of the Contract will not represent a waiver of this requirement.

3. If this Contract is terminated prior to the end of the Base Term other than for reasons of default and under the provision of this Contract, Authority shall reimburse Contractor for performance completed through the termination date.

4. The exercise by Authority of the remedies and rights provided in this Contract will not be exclusive but will be cumulative and will not affect any other legal rights or remedies available to Authority.

B. AUTHORITY'S RIGHT OF RE-ENTRY: As an additional remedy, upon giving written notice of cancellation or termination, Authority has the right to re-enter any part of the Premises on the effective date of cancellation or termination without further notice of any kind, remove all persons, and regain and resume possession with or without the institution of summary or legal proceedings or otherwise. Any re-entry, regaining, or resumption of possession, however, will not in any manner affect, alter, or diminish any of the obligations of Contractor under this Contract.

C. TERMINATION BY CONTRACTOR:

Contractor may terminate this Contract and all of its obligations under this Contract at any time if one of the following events occurs, provided that only the entire Contract and not merely a portion hereof, may be terminated:

1. The refusal of any governmental agency having jurisdiction over the flight operations of Airport to grant or permit all carriers operating from the Airport the right to regularly operate into and from Airport, for a period exceeding ninety (90) days because of the condition, maintenance, or inadequacy of the Airport; or

2. The breach by Authority of, or its failure to perform, any of the covenants or agreements contained in this Contract, and the failure of Authority to remedy or to commence corrective action to remedy any such breach for a period of thirty (30) days after receipt from Contractor of a written notice of breach.

3. If Contractor no longer performs services for Carriers at the Airport.

D. VACATION OF PREMISES BY CONTRACTOR: Contractor will yield and peaceably deliver possession of the Premises to Authority on the date of the cessation of this Contract, whether cessation be by termination, expiration, or otherwise. The Premises will be delivered promptly and in a condition

similar to that which existed at the commencement of the Base Term of this Contract and as detailed by Exhibit B – Condition of Premises except reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Contract.

E. TRANSITION AT TERMINATION, CANCELLATION, OR EXPIRATION:

1. Authority and Contractor mutually agree that on the termination, cancellation, or expiration of this Contract, Authority has the right to award any subsequent Contract to the most favorable proposer by any legal means available to Authority.
2. Contractor agrees that it is not practical or predictable exactly what the transition schedule or procedures should be to best serve the needs of the traveling public and Authority when this Contract terminates, is cancelled or expires. Therefore, Contractor agrees that Authority has the right to determine what the transition schedule and procedures will be so that the needs of the traveling public and Authority are best served.
3. Contractor agrees to cooperate and to diligently execute the transition plan as determined by Authority, to abide by the time schedule, and to cooperate completely with Authority and the succeeding Contractor in carrying out the transition plan.

ARTICLE 13-ASSIGNMENT OR SUBCONTRACT

- A.** Contractor will not mortgage, hypothecate, or otherwise encumber or assign any rights granted under this Contract, nor will Contractor subcontract, in whole or in part, without the prior written consent of Authority. Any attempted assignment, mortgage, hypothecation, subcontract, or encumbrance of the rights, or other violations of the provisions of this Article will be null and void and confer no right, title, or interest in or to this Contract nor right of occupancy of the whole or any part of the Premises upon any such assignee, mortgagee, encumbrance, pledge or other lien holder, subcontractor, successor, or purchaser.

- B. Any proposed assignment or subcontract must be submitted to Authority in three copies, each bearing original signatures of all Parties. All covenants and provisions of this Contract extend to and bind the legal representatives, successors, and assigns of the Parties.

- C. Authority will not unreasonably withhold its consent to an assignment of this Contract by Contractor to a corporation resulting from a merger, consolidation with, or reorganization of Contractor, to a corporation purchasing all or substantially all of the assets of Contractor, or to any corporation that controls or is controlled by or is under common control with Contractor.

For purposes of this subsection, "control" of any corporation will be deemed to be vested in the person or person owning more than fifty percent (50%) of the voting power for the election of the board of directors of the corporation.

ARTICLE 14-SUBSEQUENT CONTRACT

- A. **SUBSEQUENT CONTRACT AWARD:** Contractor acknowledges that on the expiration or cancellation of this Contract, Authority may award any subsequent Ground Handling, Passenger Services, and Passenger Mobility Assistance Services Management contract by any legal means then available to Authority.

- B. **TRANSITION SCHEDULE AT EXPIRATION OR OPERATION TERMINATION:** Contractor understands that it is neither practical nor possible for Authority to predict the exact transition schedule and procedure to best serve the needs of the traveling public and Authority at the expiration or Contractor cancellation of this Contract. It is agreed that:
 - 1. Authority will provide Contractor a written notice of the transition plan determined by Authority to best serve the needs of the traveling public and Authority at least thirty (30) days prior to transition to a replacement Contractor.

 - 2. Contractor will cooperate and diligently execute the transition plan determined by Authority, abide by its time schedule, and cooperate with Authority and the replacement Contractor in carrying out the transition plan. In any dispute between Contractor and replacement Contractor during the transition period, Contractor will abide by the decision of Authority.

3. At the expiration of this Contract, Contractor will either remove its personal property from the Premises or sell them to the replacement Contractor as directed by Authority. If Contractor neither sells nor removes these items within five (5) calendar days following termination, Authority may remove, sell, modify, or destroy these items at its sole discretion. Contractor will reimburse Authority for any cost Authority incurs in removal and disposal of Contractor's personal property plus a ten percent (10%) administrative fee due and payable within fifteen (15) days of demand.

ARTICLE 15-OTHER PROVISIONS

- A. REASONABLENESS AND GOOD FAITH:** Whenever this Contract grants Authority or Contractor the right to take action, exercise discretion, establish rules and regulations, make allocations, or other determinations, or otherwise exercise rights or fulfill obligations, Authority and Contractor shall act reasonably and in good faith and take no action that might result in the frustration of the reasonable expectations of a sophisticated Authority and sophisticated Contractor concerning the benefits to be enjoyed under this Contract.
- B. FORCE MAJEURE:** Except as provided below, any prevention, delay or stoppage attributable to strikes, lockouts, labor disputes, acts of God, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform (collectively, the Force Majeure) will excuse the performance of that Party for a period equal to the duration of the prevention, delay or stoppage. The foregoing provisions of this Section will not apply to (i) Contractor's obligations with regard to any charges Contractor must pay in accordance with the terms of this Contract, or (ii) Authority's obligations to pay any amount becoming due to Contractor under the terms of this Contract.
- C. HEADINGS:** All headings used in this Contract are solely for convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction, or effect.
- D. BINDING EFFECT:** The terms, conditions, and obligations of this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

- E. FEDERAL SUBORDINATION:** This Contract is subordinate to the provisions of any existing or future agreements between Authority and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Contract are subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use. Any provisions of this Contract inconsistent with the provisions of any lease to, or assumption of control by, the United States of America shall be suspended.
- F. RIGHTS RESERVED:** Rights not specifically granted Contractor by this Contract are reserved to Authority.
- G. NO WAIVER:** There shall be no waiver of the right of either Party to demand strict performance of any of the provisions of this Contract, nor shall there be any waiver of any breach, default, or non-performance hereof by either Party, unless the waiving Party explicitly makes such waiver in writing. No previous waiver or course of dealing shall affect the right of either Party to demand strict performance of the provisions, terms, and covenants of this Contract with respect to any subsequent event or occurrence or any subsequent breach, default or nonperformance hereof by the other Party.
- H. SEVERABILITY:** If any provision of this Contract or the application thereof to either Party to this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract that can be given effect without the invalid provision, and to this end, the provisions of this Contract are severable.
- I. INTERPRETATION OF CONTRACT:** This Contract is the result of negotiation between the Parties hereto and has been typed/printed by one Party for the convenience of both Parties, and the Parties agree that this Contract shall not be construed in favor of or against any of the Parties hereto.
- J. RIGHTS NON-EXCLUSIVE:** Notwithstanding anything herein contained that may be or appear to the contrary, the rights and privileges granted under this Contract, except in the Premises, are "nonexclusive" and Authority reserves the right to grant similar privileges to other persons, firms or corporations.

- K. JURISDICTION AND VENUE:** The laws of the State of Florida hereunder shall govern this Contract and all rights and obligations. Any suit, action or legal proceeding arising out of or relating to this Contract, shall be brought exclusively in the Circuit Court in and for Brevard County, Florida or the Federal District Court for the Middle District of Florida.
- L. ENTIRETY OF CONTRACT:** The Parties agree that this Contract sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. No provision of this Contract may be added to, modified, or superseded, except as may be specifically authorized herein or by written instrument executed by the Parties hereto. If any provision or covenant of this Contract is declared invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in force.
- M. AFFIRMATIVE ACTION:** Contractor will undertake any affirmative action program required by 14 C.F.R., Part 152, Subpart E to insure that Contractor will not exclude any person from participating in any reemployment activity covered by 14 C.F.R., Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. Contractor will not exclude any person on these grounds from the participation in or the receipt of the service or benefit if any program or activity covered by the subpart. Contractor further understands that it will require its covered sub-organizations to provide assurances to Authority that they will also undertake affirmative action programs and require assurances from their sub-organizations, as required by 14 C.F.R., Part 152, Subpart E.
- N. APPROVAL BY AUTHORITY:** Authority will not unreasonably withhold any approval required under this Contract.
- O. PROPOSAL DOCUMENTS:** It is expressly understood and agreed that the Request for Proposals, Instructions to Proposers, the Proposal, Proposer's Affidavit, proposal deposit, and any addenda, are a part of this Contract, and each of the Parties does expressly covenant and agrees to carry out and fully perform all of the provisions in each document as amended by the provisions of this Contract. If there is a conflict between the terms of such documents, the provision of this Contract shall apply.
- P. CONFLICTS:** If there is a conflict between Contractor and any other tenant, lessee, or Contractor on the Airport as to services to be provided by respective tenants, concessionaires, or lessees, Authority will decide which services may be provided by each tenant, concessionaire, or lessee. Contractor

agrees to be bound by any decision, subject to any rights Contractor may have to seek administrative or judicial relief.

- Q. DISADVANTAGED BUSINESS ENTERPRISES:** Contractor will provide Authority with any and all information required under 49 C.F.R. Part 23, pertaining to Airport Concessionaire Disadvantage Business Enterprises (ACDBE).
- R. DISCRIMINATION:** Contractor covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, disability, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, State, or local laws. Contractor recognizes the right of Authority to take any action necessary to enforce this covenant, including actions required pursuant to any federal, State, or local law.
- S. EXECUTION BY AUTHORITY:** This Contract is not effective until it has been approved by the City of Melbourne Airport Authority Board, signed by the Director of Aviation, and a notice to proceed has been issued.
- T. HOLDING OVER:** Contractor has no right to holdover after this Contract expires. If with the express or implied consent of Authority the Contractor does hold over after this Contract expires, the holding over does not operate as a renewal or extension of the rights granted under this Contract, but only creates a month-to-month tenancy, regardless of any payment accepted by Authority. Contractor's right to perform under this Contract will continue until Authority terminates the month-to-month tenancy. Authority may terminate the tenancy at any time by giving Contractor at least ten (10) calendar day's written notice. Unless otherwise mutually agreed by both Parties, payment of fee shall remain at the same rate as prevailing rate for each lot when the holdover commences.
- U. INTERRELATIONSHIP OF PROVISIONS:** All provisions of this Contract and the associated proposal documents are essential parts of this Contract and are intended to be cooperative to provide for the use of the Airport, and to describe the respective rights and obligations of the Parties to this Contract.
- V. NOTICES:** All notice periods begin on the date the notice is mailed and or sent via email. Any and all notices or other communications required or permitted to be given pursuant to this Contract shall be

in writing and shall be considered as properly given if sent by email or facsimile transmission and sent via any nationally recognized overnight courier service, and addressed as follows:

When to Authority:

Melbourne Airport Authority

Attn: Director of Aviation/Executive Director

One Air Terminal Pkwy, Suite 220

Melbourne, FL 32901

Email: Manderson@mlbair.com

When to Contractor:

Menzies Aviation (USA), Inc.

Attn: VP Commercial

4900 Diplomacy Road

Fort Worth, Texas 76115, USA

Email: ian.craft@menziesaviation.com

W. RESTRICTIONS AND REGULATIONS:

1. All of Contractor's operations and activities under this Contract will be subject to:
 - a. Any order, direction, or condition issues, given, or imposed by the Director of Aviation with respect to use of Airport roadways, driveways, curbs, sidewalks, or parking areas, and public areas; and
 - b. Any applicable ordinance, statute, rule, regulation, or order of any governmental authority lawfully exercising authority over the Airport or Contractor's business or other activities under this Contract.
2. Authority will not be liable to Contractor for any diminishing or deprivation of its rights under this Contract due to the exercise of any such authority as provided above, nor will Contractor be entitled to terminate the whole or any portion of this Contract by reason thereof unless the exercise of such authority will so interfere with Contractor's operation of the Ground Handling, Passenger Services, and Passenger Mobility Assistance Services Management in whole or in part of this Contract by operation of law in accordance with the laws of the State of Florida.

X. ORDER OF PRECEDENCE: In the event of any discrepancy between this Contract and associated Purchase Order Terms and Conditions, the terms of the Contract shall prevail.

Y. AUTHORITY'S RIGHT OF ACCESS AND INSPECTION:

1. Authority, by its officers, employees, agents, representatives, and contractors, has the right to enter upon the Premises at any reasonable time to inspect them, to observe Contractor's performance of its obligations under this Contract, and to do anything that Authority may be obligation or have the right to do under this Contract, or otherwise.

2. Authority, by its officers, employees, agents, representatives, and contractors has the right, for the benefit of Contractor or for the benefit of others at Airport, to maintain and operate existing and future utility systems, in, on, or under the Premises and to enter upon said Premises at any time to make repairs, alterations, and replacements deemed necessary or advisable by Authority. Authority will provide Contractor with sufficient advance notice before any such repairs, alterations, and replacements are undertaken or commenced.

ARTICLE 16 - REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS:

If Contractor receives any funds from Authority for construction of any improvements on or in relation to the Premises (the "Projects"), including without limitation the Improvements, Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the Projects for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports related to the Projects for a period of not less than three years after final payment is made and all pending matters are closed.

B. ADDITIONAL CIVIL RIGHTS PROVISIONS:

Contractor agrees to 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. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor. This provision obligates Contractor for the period during which the property is used and/or possessed by Contractor and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During all terms of this Lease, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- (A) Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent 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 Lease.
- (B) Nondiscrimination:** Contractor, with regard to its use and possession of the Premises under this Lease, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (C) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor 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 Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (D) **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, 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 a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor 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.
- (E) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this Lease, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (i) Withholding payments to Contractor due under this Lease until Contractor complies; and/or
 - (ii) Cancelling, terminating, or suspending this Lease, in whole or in part.
- (F) **Incorporation of Provisions:** Contractor will include the provisions of subparagraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor 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 Contractor

becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request Authority to enter into any litigation to protect the interests of Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM:

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- (A) The Contractor for itself, its successors in interest and its assigns, as a part of the consideration for this Lease, does hereby covenant and agree as a covenant running with the land on which the Premises is situated that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- (B) With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Lease and to enter or re-enter and repossess said Premises, including without limitation the Improvements thereto, and hold the same as if the Lease had never been made or issued.
- (C) With respect to any improvements on the Premises, including without limitation the Improvements, in the event of breach of any of the above nondiscrimination covenants, Authority will there upon revert to and vest in and become the absolute property of Authority and its assigns.

D. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

During the performance of this Lease, Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 — 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- 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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. CLEAN AIR AND WATER POLLUTION CONTROL:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). Contractor agrees to report any violation to Authority immediately upon discovery. Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all contracts and subcontracts that exceed \$150,000 in total cost.

F. TEXTING WHEN DRIVING:

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, Authority encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Projects. Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with any construction project on the Premises.

G. PROHIBITION OF SEGREGATED FACILITIES:

- (A) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause constitutes a material breach of this Lease.

- (B) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (C) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

H. OCCUPATIONAL HEALTH AND SAFETY ACT:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Employers must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its contractor's and subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

I. CERTIFICATION OF TENANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS:

Contractor must complete the following two certification statements. Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a check mark (✓) in the space following the applicable response. Contractor agrees that it will incorporate this provision for certification in all lower-tier contracts.

Certifications:

- (A) Contractor represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (B) Contractor represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If Contractor responded in the affirmative to either of the above representations, Contractor is ineligible to receive an award of federal funds unless Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. If this provision is applicable to Contractor, then Contractor must provide information to Authority about its tax liability or conviction to Authority, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:

- (A) Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
- (B) Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed, and Delivered
in the presence of:

AUTHORITY:
CITY OF MELBOURNE AIRPORT AUTHORITY



Witness

By: 

Greg Donovan, AAE
DIRECTOR OF AVIATION

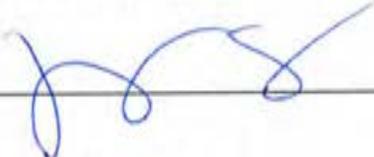
Witness

Attest: _____

(Corporate seal)

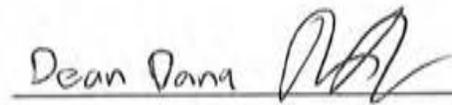


Ian Craft - VP Commercial - Americas
Witness

CONTRACTOR:
MENZIES AVIATION (USA), INC.
By: 

Printed Name: Jennifer Gourley

Printed Title: CFO - Americas



Dean Dana
Witness

Attest: _____
(Corporate seal)

EXHIBIT A CONTRACTOR’S SUBMITTED PROPOSAL

Placeholder for Contractor’s Proposal.

After approval of the contract, Menzies was reviewing the agreement and they intended to have a lower rate for flights that do not use Menzies for Above Wing service (i.e., Delta). Accordingly, Menzies requested that the Authority incorporate this reduced pricing into their contract. The pricing for domestic aircraft that serve MLB and DO NOT use above wing services is reflected below:

Menzies submitted revised pricing to reflect correct scope of services on 03/04/2021.

DOMESTIC SERVICES

	Original Rate	Revised/Corrected Rate
Regional Jets	\$427.00	\$395.00
Narrow Body	\$677.00	\$645.00

EXHIBIT B CONDITION OF PREMISES

Placeholder for Premises Template.

EXHIBIT C ACTIVITY REPORTING FORMS

Placeholder for Daily and Monthly Reporting Forms

2020-0708

EXHIBIT D OPERATIONS MANUAL

Placeholder for Contractors Operations Manual

**FIRST AMENDMENT TO AIRPORT GROUND HANDLING AND
PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708**

THIS FIRST AMENDMENT TO AIRPORT GROUND HANDLING AND PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708 (the "First Amendment") is hereby made and entered into this 1st day of February, 2021 ("First Amendment Effective Date") by and between CITY OF MELBOURNE AIRPORT AUTHORITY, having an office and place of business at Melbourne Orlando International Airport, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901 (the "Authority"), and MENZIES AVIATION (USA), INC., a Delaware corporation authorized to do business in the State of Florida having its principal office and place of business at 3500 William D. Tate Ave, Suite 200, Grapevine, TX 76051 (the "Contractor" and together with Authority, the "Parties").

WITNESSETH THAT:

WHEREAS, the Parties entered into an express, written agreement entitled the Airport Ground Handling and Passenger Service Operations Management Contract # 2020-0708 on February 1, 2021 (the "Management Contract"), and

WHEREAS, the Parties desire to amend the Management Contract for the purposes of extending the base term of the Management Contract and revising the pricing for International and Domestic per-turn costs.

NOW THEREFORE, Authority and Contractor agree that the Management Contract is hereby amended as follows:

1. The term "BASE TERM" as set forth in "Article 2 Definitions" of the Management Contract, is hereby deleted in its entirety and replaced with the following:

BASE TERM: Twelve (12) years commencing on February 1, 2021 and terminating January 31, 2033.

2. The term "CONTRACT TERM AND OPTION TERM PERIOD" as set forth in "Article 2 Definitions" of the Management Contract, is hereby deleted in its entirety and replaced with the following:

CONTRACT TERM AND OPTION TERM PERIOD: Subject to the early termination provisions set out in this Contract, the Base Term of this Contract shall be for a period of twelve (12) years commencing on February 1, 2021 and terminating January 31, 2033 with one three (3) year Option Term Period exercisable by mutual consent in writing signed by the Parties. If properly and timely exercised with mutual agreement of the Parties and subject to any other provisions and limitations herein or in the RFP or any associated documents, the Option Term Period shall commence February 1, 2033 and terminate on January 31, 2036. The Parties must exercise the Option Term Period in writing on or before the last

day of the Base Term or this Contract will terminate as called for in this Contract, and the Option Term Period will no longer be exercisable (absent a separate, written waiver signed by the Parties) regardless of any Party's compliance with all other provisions of this Contract. Any term period of this Contract, whether the Base Term or the Option Term Period, may be referred to as Term.

3. Article 3 of the Management Contract entitled "CONTRACT TERM/VALUE/FUNDING" is hereby deleted in its entirety and replaced with the following:

ARTICLE 3 CONTRACT TERM/VALUE/FUNDING

This Contract is effective February 1, 2021. Authority grants Contractor the rights listed in Article 5 (Rights Granted and Obligations Undertaken) for a term of twelve (12) years beginning February 1, 2021 and terminating January 31, 2033 with one three (3) year Option Term Period exercisable by mutual consent in writing signed by the Parties, unless terminated earlier per this Contract or extended by mutual, proper, and timely exercise of any options provided herein. No earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of the Base Term, Contractor may request to exercise the Option Term Period of this Contract subject to the financial terms being adjusted at the discretion of Authority, which may be granted upon mutual consent of the Parties as evidenced by a writing signed by both Parties. Parties must execute the written extension on or before January 31, 2033.

If the Contract is extended as herein above, Contractor agrees to perform during the exercised Option Term Period in accordance with the terms and conditions herein, as may be modified with regard to financial consideration as agreed to by the Parties and without further negotiation of the remaining terms and conditions of this Contract.

In order to avoid any service interruption and to facilitate the fair and orderly selection of and transition to any successor contractor, Authority may, by written notice to Contractor provided not less than one hundred twenty (120) days before the end of the Base Term or Option Term Period, whichever is then in effect, require Contractor to continue to perform Ground Handling and Passenger Service Operations Management as set forth in this Contract beyond the end of the Base Term (if an Option Term Period is not granted) under this Article 3 or the Option Term Period (if applicable). This "holding over" term will not exceed one hundred twenty (120) days. The fee, terms and conditions will be the same as if Authority had exercised the Option Period Term, prorated on a daily basis, and paid monthly. Authority will give sixty (60) days' written notice of cancellation of partial term.

4. Exhibit A to the Management Contract entitled "CONTRACTOR'S SUBMITTED PROPOSAL" shall be deleted in its entirety and replaced with the following:

EXHIBIT A – PER-TURN PRICING / CONTRACTOR’S SUBMITTED PROPOSAL

As of the First Amendment Effective Date (as defined in the First Amendment to the Management Contract), the per-aircraft turn pricing for Domestic Services due to Contractor from Authority shall revert from the Current Rate to the Original Rate as stated and outlined in Contractor’s submitted proposal dated August 20, 2020, as shown below:

DOMESTIC SERVICES

	Current Rate	Original Rate
Regional Jet	\$395.00	\$427.00
Narrow Body	\$645.00	\$677.00

As of the First Amendment Effective Date (as defined in the First Amendment to the Management Contract), the per-aircraft turn pricing for International Services due to Contractor from Authority shall change from the Original Rate to the Revised Rate shown below:

INTERNATIONAL SERVICES

	Original Rate	Revised Rate
Wide Body Aircraft	\$ 2,990.00	\$3,340.00

5. Except as herein set forth, all other terms and conditions of the Management Contract shall remain in full force and effect and are not modified hereby. In the event that there exists or arises any conflict between the terms of the Management Contract and the terms of this First Amendment, the terms of this First Amendment shall control.

(Signature Page Follows)

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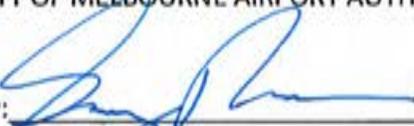
IN WITNESS WHEREOF, Authority and Contractor have executed this First Amendment as of the date written above.

Signed, Sealed, and Delivered
in the presence of:

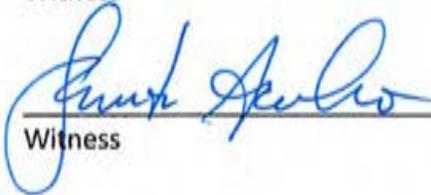
AUTHORITY:
CITY OF MELBOURNE AIRPORT AUTHORITY



Witness

By: 

Greg Donovan, AAE
Executive Director



Witness

Attest: _____

(Corporate seal)



Witness

CONTRACTOR:
MENZIES AVIATION (USA), INC.

By: 

Printed Name: Eric Smith

Printed Title: SVP Finance



Witness

Attest: _____
(Corporate seal)

**SECOND AMENDMENT TO AIRPORT GROUND HANDLING AND
PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708**

THIS SECOND AMENDMENT TO AIRPORT GROUND HANDLING AND PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708 (the "Second Amendment") is hereby made and entered into this 1st day of February, 2022 ("Second Amendment Effective Date") by and between CITY OF MELBOURNE AIRPORT AUTHORITY, having an office and place of business at Melbourne Orlando International Airport, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901 (the "Authority"), and MENZIES AVIATION (USA), INC., a Delaware corporation authorized to do business in the State of Florida having its principal office and place of business at 3500 William D. Tate Ave, Suite 200, Grapevine, TX 76051 (the "Contractor" and together with Authority, the "Parties").

WITNESSETH THAT:

WHEREAS, the Parties entered into an express, written agreement entitled the Airport Ground Handling and Passenger Service Operations Management Contract # 2020-0708 on February 1, 2021 (the "Management Contract"); and

WHEREAS, the Parties have previously entered into one (1) amending agreement (the "First Amendment") to the Management Contract extending the base term of the Management Contract and revising the pricing for International and Domestic per-turn costs; and

WHEREAS, the Parties now desire to additionally amend the Management Contract for the purposes of revising the per-turn costs pursuant to a requested CPI modification mutually agreed upon by the Parties.

NOW THEREFORE, Authority and Contractor agree that the Management Contract is hereby amended as follows:

1. Exhibit A to the Management Contract entitled "CONTRACTOR'S SUBMITTED PROPOSAL" shall be deleted in its entirety and replaced with the following:

EXHIBIT A – PER-TURN PRICING / CONTRACTOR'S SUBMITTED PROPOSAL

As of the Second Amendment Effective Date (as defined in the Second Amendment to the Management Contract), the per-aircraft turn pricing for Domestic Services (Regional Jet and Narrow Body Aircraft) due to Contractor from Authority shall be modified from the Original Rate to the New Rate as shown below:

DOMESTIC SERVICES

	Original Rate	New Rate
Regional Jet	\$427.00	\$448.00

Narrow Body \$677.00 \$711.00

As of the Second Amendment Effective Date (as defined in the Second Amendment to the Management Contract), the per-aircraft turn pricing for International Services (Wide Body Aircraft) due to Contractor from Authority shall not be modified and shall be charged per the Current Rate, as shown below:

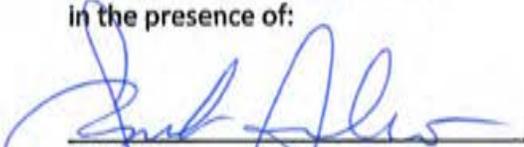
INTERNATIONAL SERVICES

Wide Body Aircraft Current Rate
\$3,340.00

2. Except as herein set forth, all other terms and conditions of the Management Contract shall remain in full force and effect and are not modified hereby. In the event that there exists or arises any conflict between the terms of the Management Contract as amended by the First Amendment and the terms of this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, Authority and Contractor have executed this Second Amendment as of the date written above.

Signed, Sealed, and Delivered
in the presence of:

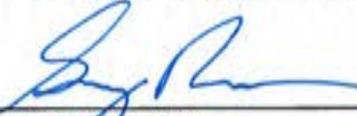


Witness



Witness

AUTHORITY:
CITY OF MELBOURNE AIRPORT AUTHORITY

By: 

Greg Donovan, AAE
Executive Director

Attest: _____

(Corporate seal)

CONTRACTOR:
MENZIES AVIATION (USA), INC.



Witness

By: 

Printed Name: Eric Smith

Printed Title: SVP Finance



Witness

Attest: _____
(Corporate seal)

**THIRD AMENDMENT TO AIRPORT GROUND HANDLING AND
PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708**

THIS THIRD AMENDMENT TO AIRPORT GROUND HANDLING AND PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708 (the "Third Amendment") is hereby made and entered into this 1st day of April, 2023 ("Third Amendment Effective Date") by and between CITY OF MELBOURNE AIRPORT AUTHORITY, having an office and place of business at Melbourne Orlando International Airport, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901 (the "Authority"), and MENZIES AVIATION (USA), INC., a Delaware corporation authorized to do business in the State of Florida having its principal office and place of business at 3500 William D. Tate Ave, Suite 200, Grapevine, TX 76051 (the "Contractor" and together with Authority, the "Parties").

WITNESSETH THAT:

WHEREAS, the Parties entered into an express, written agreement entitled the Airport Ground Handling and Passenger Service Operations Management Contract # 2020-0708 on 1st day of April, 2023 (the "Management Contract"); and

WHEREAS, the Parties have previously entered into two (2) amendments to the Management Contract (the "First Amendment and Second Amendment"); and

WHEREAS, the Parties now desire to amend the Management Contract, as amended, for the purposes of revising the per-turn costs to reflect the Parties' mutually agreed-upon Consumer Price Index ("CPI") based modification.

NOW THEREFORE, Authority and Contractor agree that the Management Contract is hereby amended as follows:

1. Exhibit A to the Management Contract entitled "CONTRACTOR'S SUBMITTED PROPOSAL" shall be deleted in its entirety and replaced with the following:

EXHIBIT A – PER-TURN PRICING / CONTRACTOR'S SUBMITTED PROPOSAL

As of the Third Amendment Effective Date (as defined in the Third Amendment to the Management Contract), the per-aircraft turn pricing for Domestic Services (Regional Jet and Narrow Body Aircraft), Provisions and Operation of Equipment and Performance of Services Exceeding Per-Turn Scope, and Staffing Hourly Rate shall include a CPI adjustment increase of 6.25%, and the International Services (Wide Body Aircraft) shall include a CPI adjustment increase of 5.21%. Accordingly, the rates to be charged by Contractor to Authority for the identified services shall be modified from the Current Rate to the new CPI Adjustment Rate (as those terms are defined by use, below) and will be rounded to the nearest whole dollar as follows:

DOMESTIC PER-TURN SERVICES

	Current Rate	CPI Adjustment Rate
Regional Jet	\$448.00	\$476.00
Narrow Body	\$711.00	\$755.00

INTERNATIONAL PER-TURN SERVICES

	Current Rate	CPI Adjustment Rate
Wide Body Aircraft	\$3,340.00	\$3,514.00

PROVISIONS AND OPERATION OF EQUIPMENT AND PERFORMANCE OF SERVICES EXCEEDING PER-TURN SCOPE

CATEGORY	Current Rate	CPI Adjustment Rate
Catering Security	\$ 80.00	\$ 85.00
Air Start Unit	\$ 90.00	\$ 96.00
Ground Power Unit	\$ 35.00	\$ 37.00
Cooling/Heating	\$ 45.00	\$ 48.00
Short Tow	\$ 85.00	\$ 90.00
Long Tow	\$ 150.00	\$ 159.00
Pushback-Add'l	\$ 45.00	\$ 48.00
Lav Service-Add'l	\$ 35.00	\$ 37.00
Water Service-Add'l	\$ 35.00	\$ 37.00

STAFFING FEES

POSITION	Current Rate	CPI Adjustment Rate
Agent-ST	\$ 18.50	\$ 20.00
Agent-OT	\$ 27.50	\$ 29.00
Bagroom Agent-ST	\$ 18.50	\$ 20.00
Bagroom Agent-OT	\$ 27.50	\$ 29.00
Lead-ST	\$ 21.50	\$ 23.00
Lead-OT	\$ 30.00	\$ 32.00
Supervisor-ST	\$ 22.00	\$ 23.00
Supervisor-OT	\$ 32.50	\$ 35.00
Cart Agents***	\$ 55.00	\$ 58.00

*** Rate reflects per-turn charge for international flights includes three (3) staff to gather carts.

2. Except as herein set forth, all other terms and conditions of the Management Contract shall remain in full force and effect and are not modified hereby. In the event that there exists or arises any conflict between the terms of the Management Contract, the First Amendment, the Second Amendment, and the terms of this Third Amendment, the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, Authority and Contractor have executed this Third Amendment as of the date written above.

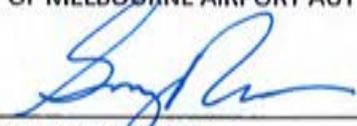
Signed, Sealed, and Delivered
in the presence of:



Witness

Witness

AUTHORITY:
CITY OF MELBOURNE AIRPORT AUTHORITY

By: 

Greg Donovan, AAE
Executive Director

Attest: _____

(Corporate seal)

CONTRACTOR:
MENZIES AVIATION (USA), INC.



Witness

By: 

Printed Name: John Redmond

Printed Title: EVP, Americas

Attest: _____



Witness

(Corporate seal)



**FOURTH AMENDMENT TO AIRPORT GROUND HANDLING AND
PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708**

THIS FOURTH AMENDMENT TO AIRPORT GROUND HANDLING AND PASSENGER SERVICE OPERATIONS MANAGEMENT CONTRACT # 2020-0708 (the "Fourth Amendment") is hereby made and entered into this 1st day of November, 2023 ("Fourth Amendment Effective Date") by and between CITY OF MELBOURNE AIRPORT AUTHORITY, having an office and place of business at Melbourne Orlando International Airport, One Air Terminal Parkway, Suite 220, Melbourne, Florida 32901 (the "Authority"), and MENZIES AVIATION (USA), INC., a Delaware corporation authorized to do business in the State of Florida having its principal office and place of business at 3500 William D. Tate Ave, Suite 200, Grapevine, TX 76051 (the "Contractor" and together with Authority, the "Parties").

WITNESSETH THAT:

WHEREAS, the Parties entered into an express, written agreement entitled the Airport Ground Handling and Passenger Service Operations Management Contract # 2020-0708 on 1st day of February, 2021 (the "Management Contract"); and

WHEREAS, the Parties have previously entered into three (3) amendments to the Management Contract (the "First Amendment, Second Amendment and Third Amendment"); and

WHEREAS, the Parties now desire to amend the Management Contract, as amended, for the purposes of revising the per-turn costs to reflect the Parties' mutually agreed-upon Consumer Price Index ("CPI") based modification.

NOW THEREFORE, Authority and Contractor agree that the Management Contract is hereby amended as follows:

1. Exhibit A to the Management Contract entitled "CONTRACTOR'S SUBMITTED PROPOSAL" shall be deleted in its entirety and replaced with the following:

EXHIBIT A – PER-TURN PRICING / CONTRACTOR'S SUBMITTED PROPOSAL

As of the Third Amendment Effective Date (as defined in the Third Amendment to the Management Contract), the per-aircraft turn pricing for Domestic Services (Regional Jet and Narrow Body Aircraft), Provisions and Operation of Equipment and Performance of Services Exceeding Per-Turn Scope, and Staffing Hourly Rate allows for an annual CPI-U adjustment. The Airport and Menzies have agreed on a new rate schedule that includes a one-time adjustment mid-cycle (last adjustment was April 1, 2023) that exceeds CPI as provided for in the contract. Future adjustments shall be limited to CPI adjustments with the next possible scheduled adjustment to be considered on November 1, 2024. Accordingly, the rates to be charged by Contractor to Authority for the identified services

shall be modified to reflect the rates and effective dates below and will be rounded to the nearest whole dollar as follows:

DOMESTIC PER-TURN SERVICES

	<u>Effective 11/1/23</u>
Regional Jet-PAF	\$690.00
Regional Jet-RON	\$790.00
Narrow Body-PAF	\$831.00
Narrow Body-RON	\$931.00

INTERNATIONAL PER-TURN SERVICES (note—based on weekly flight activity for Wide Body Aircraft)

<u># Flights/week</u>	<u>Effective 11/1/23</u>
9 to 11	\$3,974.00
12 to 14	\$3,725.00
15 to 17	\$3,514.00
18 to 20	\$3,367.00
21 to 23	\$3,197.00

The rate schedule for Wide Body Aircraft is for PAF, RON is an additional \$150.00 per flight.

PROVISIONS AND OPERATION OF EQUIPMENT AND PERFORMANCE OF SERVICES EXCEEDING PER-TURN SCOPE

CATEGORY	<u>Effective 11/1/23</u>
Catering Security	\$ 85.00
Air Start Unit	\$ 96.00
Ground Power Unit	\$ 37.00
Cooling/Heating	\$ 48.00
Short Tow	\$ 90.00
Long Tow	\$ 159.00
Pushback-Add'l	\$ 48.00
Lav Service-Add'l	\$ 37.00
Water Service-Add'l	\$ 37.00

STAFFING FEES

POSITION	<u>Effective 11/1/23</u>
Agent-ST	\$ 20.00
Agent-OT	\$ 29.00

Bagroom Agent-ST	\$ 20.00
Bagroom Agent-OT	\$ 29.00
Lead-ST	\$ 23.00
Lead-OT	\$ 32.00
Supervisor-ST	\$ 23.00
Supervisor-OT	\$ 35.00
Cart Agents***	\$ 58.00

*** Rate reflects per-turn charge for international flights includes three (3) staff to gather carts.

2. Except as herein set forth, all other terms and conditions of the Management Contract shall remain in full force and effect and are not modified hereby. In the event that there exists or arises any conflict between the terms of the Management Contract, the First Amendment, the Second Amendment, the Third Amendment, and the terms of this Fourth Amendment, the terms of this Fourth Amendment shall control.

IN WITNESS WHEREOF, Authority and Contractor have executed this Fourth Amendment as of the date written above.

Signed, Sealed, and Delivered
in the presence of:

AUTHORITY:

CITY OF MELBOURNE AIRPORT AUTHORITY

Scamman [Signature]
Witness 11/7/2023

By: [Signature]
Greg Donovan, AAE
Executive Director

[Signature]
Witness 11/7/23

Attest: _____

(Corporate seal)

CONTRACTOR:

MENZIES AVIATION (USA), INC.

Witness

By: [Signature]
Printed Name: Todd Kilgore

Printed Title: SVP- Finance, Americas

Witness

Attest: _____
(Corporate seal)