



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-37-13**

**FIXED BASE OPERATIONS AT THE POMPANO BEACH
AIRPARK PARCEL X**

**RFP OPENING: JUNE 5, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

May 10, 2013

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

H-37-13

FIXED BASE OPERATIONS AT THE POMPANO BEACH AIRPARK PARCEL X

The City of Pompano Beach, Florida invites qualified firms to submit proposals, qualifications, and experience for consideration to provide fixed base operations at the Pompano Beach Airpark Parcel X.

The City will receive sealed proposals until 2:00 p.m. (local), June 5, 2013, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. Introduction

The City will attempt, via this RFP, to select a qualified fixed base operator who shares the City's long term vision for the airpark, can deliver first-class services to the general aviation community, and has the financial capacity to make proposed investments in the airpark. To facilitate selection of an FBO, the City plans to offer, in exchange for certain capital investments, a thirty (30) year lease agreement in substantially the form as Exhibit A for Parcel X, a 6.4 acre parcel located on the southwest corner of the airpark, as depicted on Exhibit B. The successful proposer shall be required to qualify under one or more of the FBO categories described in "The Standards for Fixed Base Operators at the Pompano Beach Air Park," a copy of which is attached at Exhibit C, and shall be required to comply with all requirements set forth in the City's Standards for Fixed Based Operators throughout the lease term. The City also may require the negotiation and execution of a development agreement with the successful proposer to address capital improvements to be made to Parcel X.

It is the City's intent to ensure a fair and competitive opportunity to all interested parties that desire to develop and provide FBO services on Parcel X. Existing tenants are eligible to submit a proposal; however, any entity currently providing FBO services at the airpark must demonstrate that it currently is using all or substantially all of its leasehold and that it can put Parcel X to gainful aeronautical use in a reasonable period of time. The City cannot, under Federal Aviation Administration standards, allow any tenant to land bank so as to limit competition at the airpark.

Pompano Naval Air Station was constructed during WWII as a satellite training facility for the Naval Air Station located at what is now Fort Lauderdale-Hollywood International Airport. On August 29, 1947, the City obtained the airport under the Surplus Property Act of 1944. Additional lands surrounding the airpark were transferred to the City in 1948; bringing the total acreage to 1,035. Several land transfers over the years have reduced the acreage to its current total of 650 acres. There is no scheduled commercial air carrier service at the airpark. The airpark has runway use restrictions and serves the general aviation market.

The City prepared a Master Plan Update for the airpark in July 2008. The Master Plan Update found that additional hangar, ramp, terminal and other facilities may be desired by airpark users to serve existing and forecast traffic. Parcel X is identified in the Master Plan Update and the Airport Layout Plan as being suitable for aeronautical use and, indeed, is among the last remaining vacant parcels on the airpark suitable for aeronautical use. Parcel X previously was identified in airpark business planning and master planning exercises as an area suitable for commercial aeronautical activities. (The Master Plan Update is posted on the Air Park page of the City's website: http://mypompanobeach.org/pages/departments_directory/public_works/air_park/air_park.html.php)

There is currently one (1) full service Fixed Base Operator (Sheltair Aviation) providing FBO services, including fueling. Currently Sheltair sells approximately 600,000 gallons of both Jet-A and Avgas annually at the airpark. There are two (2) smaller limited service FBOs that provide aircraft flight training (American Flyer's) and maintenance repair/box storage hangars (Aviation Center LLC) to users of the airpark. Currently there is a 100% occupancy rate for all t-hangars and bulk storage hangars on the airpark.

The City's Standards for Fixed Base Operators, at Section 12, authorizes the City Commission to execute a lease with an FBO on terms and conditions required by the Commission after such competitive bidding as the Commission may require. The City Commission has decided to issue this RFP based upon an expression of interest to lease Parcel X and to initiate FBO services, in order to determine whether any other firm is willing and qualified to provide FBO services on Parcel X.

2. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

3. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://mypompanobeach.org/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

4. Required Proposal Submittal

Submission/Format Requirements

Interested firms may submit proposals to lease Parcel X, a 6.4 acre parcel located on the southwest corner of the Air Park with frontage on both N.E. 5th Avenue and N.E. 10th Street.

Submit one (1) original unbound and seven (7) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Include a table of contents with page numbers. The cover page must show the subject of the RFP; the firm's name, address, and telephone number of a contact person; and the date of the response.

There is no page limit on proposals; however, brevity will be appreciated.

Sections

1. Site plan

Describe the services that will be provided, the staffing assignments, and schedule of operations.

Describe which category or categories of service specified in the Standards for Fixed Base Operators will be provided.

Include a plan or series of sketches illustrating the manner in which the assigned premises will be utilized:

- a) A detailed layout plan showing the location of all structures, tie-down areas and placement of offices, shops, terminal areas, counters, etc.
- b) A detailed plan and location of the fuel farm, storage tanks, fueling equipment, etc.
- c) A list and location of proposed equipment to be used in the operation of the business.

Explain how the proposed service(s) and site plan are consistent with the Airport Layout Plan, Master Plan Update (2008), Standards for Fixed Base Operators, Air Park Business Plan, and any other airpark planning document known to proposer.

Identify any capital improvements expected or assumed by proposer to be made by the City to prepare the parcel for development, provide utilities to the parcel, or to operate the FBO facility.

2. Relevant experience

Does proposer currently operate an FBO at the airpark or another airport? If so, indicate where and what services are provided. Provide gross revenues, fuel volumes or similar metrics sufficient to demonstrate the relevance of the experience to the proposed FBO at the airpark.

State the FBO's experience in the general aviation industry and the qualifications present to meet the City's goals and objectives for providing high quality FBO services to airpark users.

3. Business plan and demonstrated need

Describe the marketing plan for the planned FBO services at the airpark, including:

- a. Definition of target market.
- b. Intended market share.
- c. Promotional marketing techniques.
- d. Description of existing competitors.
- e. Percent of intended sales related to aircraft based at the airpark.
- f. Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation.

If the proposer currently provides FBO services at the airpark, identify the existing facilities occupied by proposer at the airpark, explain how the proposed FBO services differ from the current FBO services, and detail why the existing lease is insufficient to implement proposer's business and operating plan at the airpark.

4. Management

Include names and addresses of the principals in the enterprise.

Describe the involvement of each person in the project and ongoing operations.

Attach detailed resumes for all individuals listed in this section.

5. References

Identify references from another airport and/or a financial institution with knowledge of the proposer's FBO experience. Attach letters of reference or contact information for each reference.

6. Construction and operating plan

Describe the proposed facility improvements.

Describe the schedule for construction and commencement of operations.

List proposed number and labor classification of full time and part time personnel to be employed in the operation, and the proposed number of employees on a shift.

Identify planned measures that will reduce the environmental impact of the construction and operation of the FBO facility.

Explain whether the proposer intends to conduct interim operations from the parcel prior to full completion of the facilities required to be provided under the City's Standards for Fixed Base Operators.

Describe pricing policies and proposed schedule of charges.

7. Financial terms

Provide a statement of the estimated financial investments the proposer will make in the enterprise, including the costs of fixed improvements, estimates of cost of operating equipment.

Describe the proposed method of financing the development and/or modifications. Provide a Letter of Credit/Commitment from the lending institution that will be financing the proposed development.

Describe the proposed amount of lease payment to the City.

Include a statement of projected gross revenue and of projected operating costs each year of the contract.

Provide a current financial statement, if proposing firm is an existing corporation.

8. Additional Information

Identify any exceptions to the attached lease agreement. Proposers are advised that any exception that is determined to be material may be grounds for elimination from the selection process.

Identify any legal actions against the proposer or any individual listed in Section 4 that are pending or have been settled or finalized in the last two years.

9. City Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

5. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The successful proposer shall be required to secure the insurance coverage as set forth in Section 12 of the attached Lease Agreement.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

6. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm. The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Site Plan	0-10
2.	Relevant Experience	0-15
3.	Business Plan and Demonstrated Need	0-20
4.	Management	0-10
5.	References	0-10
6.	Construction and Operating Plan	0-15
7.	Financial Terms	0-20
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

7. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

9. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

10. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

11. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

12. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

13. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

14. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

15. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

16. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

17. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

18. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

19. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

20. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

21. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

22. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP H-37-13, FIXED BASE OPERATIONS AT THE POMPANO BEACH AIRPARK
PARCEL X

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: _____

The document below does not, in any manner, constitute an official offer or proposal by CITY, but is instead a sample draft of a document which will form the basis of any agreements entered into by CITY with a LESSEE for the property and/or facilities designated as Parcel ____, upon further negotiation, acceptance and Commission approval

LEASE AGREEMENT
Between
CITY OF POMPANO BEACH
And

LEASE AGREEMENT
between
CITY OF POMPANO BEACH
and

THIS AGREEMENT made and entered into this _____ day of _____,
2013, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

_____, a corporation organized and existing
under and by virtue of the laws of the State of Florida, hereinafter
referred to as “LESSEE”,

WITNESSETH:

CITY and LESSEE, for and in consideration of the rents, covenants and mutual
agreements hereinafter contained covenant and agree as follows:

1. PREMISES.

A. CITY hereby leases to LESSEE and LESSEE hereby takes from CITY, at
the Pompano Beach Air Park in the County of Broward and State of Florida, the use of Parcel
“X”, (hereinafter the “Premises”), the legal description of which is as follows:

EXHIBIT A, RFP H-37-13

PARCEL "X" LEGAL DESCRIPTION

[INSERT]

B. LESSEE shall have the right of exclusive occupation of the Premises during the term of this Agreement for the purpose of providing commercial aeronautical products and services in the manner prescribed herein. LESSEE shall furnish such commercial aeronautical products and services on a reasonable and not unjustly discriminatory basis to all users of the Air Park and shall charge reasonable, and not unjustly discriminatory, prices for each unit of service, provided that LESSEE may offer reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Sections 40103(e), 47107(a)(4) or 47152(3), as each of the same may be amended from time to time.

C. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Air Park against obstruction, together with the right to prevent LESSEE from erecting or permitting to be erected any building or other structure on the Air Park which would limit the usefulness of the Air Park or constitute a hazard to air navigation.

D. The Standards for Fixed Base Operators at the Pompano Beach Air Park, Pompano Beach, Florida, a copy of which is attached hereto as Exhibit "1" and made a part hereof as if set forth in full shall be complied with in all respects by LESSEE. It is expressly understood and agreed, however, that the said Standards for Fixed Base Operators are minimum standards and wherever this Agreement imposes standards, conditions or provisions which are stricter than said Standards for Fixed Base Operators, the provisions of this Agreement shall control. LESSEE shall be required to comply with any amendments to the Standards for Fixed

EXHIBIT A, RFP H-37-13

Base Operators applicable to the commercial aeronautical activities conducted by LESSEE; provided that LESSEE will not be obligated to comply with any new or increased standard that would require LESSEE to lease additional property from CITY, to increase the volume of fuel storage capacity (if applicable), or to remove, relocate or substantially renovate facilities constructed by LESSEE on the Premises. For purposes of this paragraph, “substantially renovate” shall mean any capital project that would affect more than 50% of the floor area of a building or cost more than 50% of the initial construction cost of a facility.

E. This Agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the UNITED STATES relative to the operation or maintenance of the Air Park, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the planning or development of the Air Park except to the extent required for the performance of any of the obligations of LESSEE hereunder. This Agreement further shall be subordinate to the deed restrictions, covenants and any other applicable terms and conditions of the Quitclaim Deed dated August 29, 1947 (Deed Book 602, Page 458), Correctional Quitclaim Deed dated December 18, 1947 (Deed Book 614, Page 134) and Supplemental Quitclaim Deed dated June 24, 1948 (Deed Book 633, Page 422) (collectively the “Quitclaim Deeds”) by which the UNITED STATES transferred the Air Park property to CITY. In the event of any adverse decision by the Federal Aviation Administration in the form of a final order or any adverse decision by a court of competent jurisdiction that any term hereof is inconsistent with any grant agreement with UNITED STATES or the terms and conditions of the Quitclaim Deeds, CITY shall have the right to unilaterally amend this Agreement so as to eliminate the inconsistency. If CITY is unable to eliminate the inconsistency by amendment hereof or LESSEE declares that it is unwilling to

EXHIBIT A, RFP H-37-13

accept the CITY's amendment, this Agreement shall be terminated and LESSEE shall surrender the Premises as provided herein.

F. CITY reserves the right to further develop or improve the Air Park, including the Public Landing Area, as it sees fit regardless of the desires or view of LESSEE and without interference or hindrance.

G. CITY reserves the right to relocate LESSEE from the Premises upon determining that the Premises or any portion thereof is needed for purposes of further developing the Public Landing Area or any associated safety areas. CITY shall endeavor to find an alternate location on the Air Park that is suitable for conduct by LESSEE of the same commercial aeronautical activities authorized hereunder. In such event, CITY shall pay LESSEE for the unamortized cost of capital improvements constructed by LESSEE on the Premises as required or authorized hereunder and seek to negotiate a lease agreement for the alternate parcel on the same or similar terms and conditions as this Agreement. In the event that CITY is unable to locate a suitable alternate location at the Air Park, CITY shall be authorized to terminate this Agreement upon providing LESSEE with no less than twenty-four (24) months notice and payment of the unamortized cost of capital improvements constructed by LESSEE on the Premises.

H. LESSEE hereby represents and warrants unto CITY that it is a corporation authorized to transact business within the State of Florida. LESSEE further represents and warrants that it has or will obtain adequate financial resources and has the business skill and ability to perform all obligations herein imposed upon LESSEE diligently, skillfully and successfully to operate the Premises for the purposes intended.

2. RIGHTS AND USES OF LESSEE.

LESSEE shall use the Premises only for _____ [identify specific commercial aeronautical activity]. LESSEE may not conduct any other commercial aeronautical activity on the Premises, as set forth in the Standards for Fixed Base Operators, without the written approval of the City Commission. LESSEE shall not be authorized to use the Premises for any nonaeronautical activity, including without limitation the storage of cars, trucks, recreational vehicles, boats or similar and related ground vehicles, or for any residential use. LESSEE is permitted to use the Public Landing Area in common with other Air Park users in accordance with applicable rules and regulations of the Federal Aviation Administration, the Transportation Security Administration, and CITY. In no event shall the LESSEE cause or permit the parking of aircraft or other interference in any common use apron, ramp, taxilane, taxiway; or interfere with aircraft or Air Park operations within common use areas of the Air Park or the leaseholds of any other Air Park tenant.

LESSEE shall use the Premises for the storage and dispensing of aircraft fuel as provided in the Standards for Fixed Base Operators, any other rules and regulations of CITY, and this Agreement. LESSEE shall store fuel on the Premises _____ [identify specific requirements for fuel storage]. LESSEE shall dispense fuel on the Premises _____ [identify specific requirements for self-fueling and retail fuel sales, if applicable].

3. TERM.

As consideration for LESSEE's agreement to spend at least Five Hundred Thousand Dollars (\$500,000.00) on Capital Improvements as more specifically described in Paragraph 4 of this Agreement, and as consideration for LESSEE's agreement to pay the rental amount and fuel flowage fee as provided for below, CITY agrees that the term of this lease shall expire thirty (30)

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years from the effective date of this Agreement. If LESSEE does not construct the Capital Improvements as specifically provided for in this Agreement, the Agreement shall expire four (4) years from the effective date of this Agreement.

4. CAPITAL IMPROVEMENTS.

A. LESSEE agrees to spend a minimum of Five Hundred Thousand Dollars (\$500,000.00) on Capital Improvements to the Premises consisting of new construction as provided for in Exhibit __ of this Agreement. Specifically, Lessee shall construct _____ [identify specific capital improvements]. Said Capital Improvements must be completed within four (4) years of the effective date of this Agreement.

B. In accordance with Section 250 of the City Charter, at least fifty percent (50%) of the Five Hundred Thousand Dollar (\$500,000.00) amount (i.e.: Two Hundred and Fifty Thousand Dollars (250,000.00)) shall be expended by LESSEE no later than twenty-four (24) months from the effective date of this Agreement; and the balance of the Five Hundred Thousand Dollar (\$500,000.00) amount shall be expended by LESSEE no later than forty-eight (48) months from the effective date of this Agreement.

C. Failure of the LESSEE to establish to the satisfaction of CITY that the aforesaid sums have been expended within the time periods required herein shall constitute a major breach of this Agreement, entitling CITY to all remedies occasioned by default.

5. DEPOSIT.

Upon the execution of this Agreement, LESSEE shall pay to CITY the sum of TEN THOUSAND DOLLARS (\$10,000.00), which shall be held by CITY in escrow until twenty-four (24) months have passed from the date of the execution of this Agreement, after which said deposit shall be applied to the rents due hereunder.

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6. RENTAL.

A. Beginning on the effective date of this Agreement, the monthly rental amount to be paid by LESSEE for the Premises shall be for a total monthly amount of \$_____, plus any applicable tax, subject to adjustment as provide for in Paragraphs 6.B and 6.C hereof.

B. The rental amount provided in Paragraph 6.A shall be increased on an annual basis beginning on October 1, 201___, and on October 1st of each subsequent year throughout the term of this Agreement. Except for the new rental amount for the lease years beginning October 1, 20___ and October 1, 20___, as discussed below, the annual rental amount shall be increased by three percent (3%) per year.

C. On October 1, 20___ and on October 1, 20___, the annual rental shall be adjusted to an amount equal to the fair market rent of the Premises based on an appraisal of comparable general aviation airports in Florida, established by an appraisal including an analysis of the fair market annual land rental range for aeronautical land at the Air Park based on a comparison with other rental rates for similar aeronautical properties within a competitive market area. However, at no time shall the adjusted rental amount be less than the preceding year's rental amount, nor shall the adjusted rental amount be greater than one hundred fifteen percent (115%) of the preceding year's rental amount. CITY shall send the LESSEE written notice of the adjusted rent based on CITY's appraisal, which notice shall include a complete copy of the appraisal. If the LESSEE is not in agreement with the adjusted rent amount the LESSEE may hire its own appraiser; provided that LESSEE's appraisal must be obtained within ninety (90) calendar days following receipt of CITY's notice of the adjusted rent. The LESSEE shall provide CITY with a complete copy of any such appraisal. If the LESSEE fails to obtain an

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appraisal within said ninety (90) day period, then LESSEE shall thereafter have no further rights to dispute the adjusted rental amount as set forth in CITY's notification of the adjusted rent. If the LESEE does obtain an appraisal within said ninety (90) calendar days and if such appraisal's finding of the fair market rental amount does not agree with the findings of the fair market rental amount in the appraisal obtained by CITY, then the appraisers selected by CITY and by the LESSEE shall together select a third appraiser ("Dispute Resolution Appraiser") within fifteen (15) calendar days following completion of the LESSEE appraisal. Any Dispute Resolution Appraiser must complete his appraisal ("Dispute Resolution Appraisal") within forty-five (45) calendar days of its employment. The findings of the fair market rental amount set forth in a Dispute Resolution Appraisal shall not be less than the fair market value determined by the LESSEE's appraiser and shall not be greater than the fair market rental amount determined by CITY's appraiser. The finding of the fair market rental amount set forth in a Dispute Resolution Appraisal shall be binding on both parties, provided, however, that the Dispute Resolution Appraisal shall not be less than the fair market rental value determined by the LESSEE's appraiser and shall not be greater than the fair market rental amount determined by CITY's appraiser. The Dispute Resolution Appraiser shall provide copies of the Dispute Resolution Appraisal to both CITY and to the LESSEE. The expense of any Dispute Resolution Appraisal shall be borne equally by the parties, and each party shall pay for its own appraiser. Any appraiser retained by any of the parties hereunder must be an M.A.I. Appraiser or a State of Florida Certified General Appraiser, having an office in the State of Florida. If a rental adjustment is required hereunder, the previous rental then being paid shall continue until CITY provides notice of the adjusted rent amount, and the adjustment shall be retroactive to the applicable rental adjustment date. The sum constituting the adjustment for the months of the

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period which have passed prior to the determination of the amount of the adjustment shall be due and payable within thirty (30) calendar days after such determination. In the event LESSEE disputes the amount of any adjustment of the rental payments, LESSEE shall continue paying the rent to CITY under the last preceding rental adjustment until such time as the dispute has been settled, at which time an adjustment will be made retroactive to the beginning of the applicable adjustment period.

E. The monthly rental installments shall be payable in advance on the fifteenth day of each and every calendar month thereafter until the termination of this Agreement. If any payment is delinquent by more than fifteen (15) days after the payment is due and owing, LESSEE shall pay an additional charge of one hundred and no/100 (\$100.00) dollars per day for each day's delay in payment, retroactive to and beginning with the due date of the payment.

7. ADDITIONAL FINANCIAL OBLIGATIONS OF LESSEE.

In addition to the rental amounts due in accordance with the preceding section, LESSEE further shall be obligated to make additional payments including, without limitation, the following:

A. LESSEE shall be responsible for paying CITY a fuel flowage charge of ___ cents per gallon, which charge may be adjusted by CITY from time to time for uniform application to entities dispensing fuel at the Air Park. CITY reserves the right to inspect LESSEE's records, and LESSEE shall make the same available upon reasonable notice by CITY, for the purpose of ensuring proper calculation and payment of the fuel flowage charge.

B. LESSEE shall be responsible for paying CITY any additional rates and charges which may uniformly be applied to Air Park tenants and users, including without limitation a landing fee for use of the Public Landing Area.

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C. LESSEE shall be responsible for the collection and remittance of any percentage of revenue imposed by CITY as a condition of sublease approval, in accordance with Section 19.

D. LESSEE shall pay for all operating, maintenance and servicing charges and costs including telephone, gas, electricity, water, water connections, sewer, sewer connections and all other expenses incurred in the use and operation of the Premises. If required by any utility agency as a condition of continuing utility services, LESSEE will install and pay for standard metering devices for the measurement of such services.

E. LESSEE shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges which may be levied, assessed or imposed upon any of LESSEE's leasehold interest, upon LESSEE's business, or upon LESSEE for the privilege of conducting business within the Premises.

F. LESSEE shall pay before delinquency all insurance premiums for the policies and levels of coverage prescribed in Section 12.

8. HAZARDOUS MATERIALS/OPERATIONS.

Notwithstanding anything contained in this Agreement to the contrary, LESSEE may manufacture, process, distribute, use, treat, keep, store, handle, dispose of and transport "Hazardous Substances" (as defined in Federal, State and local environmental laws, rules and regulations) as are customarily manufactured, processed, distributed, used, treated, kept, stored, handled, disposed of or transported on, in or about the Premises in LESSEE's business of operating a Fixed Base Operation in an airport, provided such Hazardous Substances are manufactured, processed, distributed, used, treated, kept, stored, handled, disposed of and transported in a manner that complies with all environmental laws, rules and regulations.

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Prior to the effective date of this Agreement, LESSEE shall be authorized to investigate the environmental condition and presence of Hazardous Substances on or under the Premises and promptly shall notify CITY of the results of said investigation. LESSEE shall be responsible for the cost to clean up and remediate any Hazardous Substance released during the term of this Agreement, or other health or safety matter or environmental condition, caused by the acts or omissions of LESSEE, its invitees, agents or employees. LESSEE shall have no responsibility for the cost to clean up or remediate any Hazardous Substance, or other health or safety matter or environmental condition (i) identified by LESSEE during the investigation, or (ii) caused by CITY's acts or omissions during the term of this Agreement.

9. UNAUTHORIZED CONSTRUCTION.

CITY may, at CITY'S sole discretion, authorize future construction by LESSEE of such structures and facilities upon the Premises as CITY may, in its sole discretion, deem to be in the public interest. In the event any construction not specifically authorized herein, is done by LESSEE without the approval of CITY, CITY may require LESSEE, at CITY's option, to remove the same or cause the same to be changed to conform with the original design and type of construction. In the event LESSEE fails to commence removal or change within forty-five (45) days from written notice by CITY, CITY may effect removal or change and the cost thereof shall be borne by and be the responsibility of LESSEE. Any future construction authorized by CITY, shall be commenced and pursued to completion in a prompt and workmanlike manner and such completion shall be achieved within a reasonable period of time.

All construction shall be subject to the approval of CITY as to design, use and type of construction and must meet all of the requirements of the applicable Building Code. Plans and specifications shall be submitted to the Air Park Manager, whereupon the plans and

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specifications, along with the Air Park Manager's recommendations, shall be forwarded to the City Manager. The City Manager shall make a determination regarding the proposed construction. The City Manager shall approve or disapprove, in writing, the proposed construction within sixty (60) days of receipt of the Air Park Manager's recommendation. Upon approval by the City Manager, the plans and specifications shall be processed in accordance with established CITY procedures for the issuance of building permits. Any approval of such construction by CITY shall be upon such terms and conditions as CITY may deem appropriate.

Prior to undertaking any construction including the Capital Improvements provided for in Exhibit 3, LESSEE shall furnish performance bonds and payment bonds satisfactory to CITY or LESSEE shall provide for an adequate construction account, supervised by a bank or savings and loan association with sufficient funds on deposit to be disbursed in accordance with a procedure to be established with the bank or savings and loan association so as to adequately satisfy CITY that the improvements will be completed and fully paid for free of liens. If such a construction account is established, the bank or savings and loan association shall furnish to CITY at the end of the second and fourth years of this Agreement, a certified statement attesting to the amounts expended from said construction account.

LESSEE agrees to hold CITY harmless from any claim of lien by any contractor, subcontractor, materialman or other person or firm or corporation whatsoever and LESSEE further agrees to hold CITY harmless and to reimburse CITY for all costs including cost of defense, attorneys' fees and other expenses in connection with any claim of whatsoever kind, whenever the same may be presented, arising out of any construction whatever in connection with this Agreement.

10. OBLIGATIONS OF LESSEE.

A. LESSEE covenants and agrees to observe and obey and to require its officers, employees, guests, invitees and those doing business with it, to observe and obey such rules and regulations of CITY for the government of the conduct and operations of LESSEE and others on the Premises as may from time to time during the term of this Agreement be promulgated by CITY for reasons of safety, health or sanitation, environmental protection and good order. The obligations of LESSEE to require such observance and obedience on the part of its guests, invitees and business visitors shall pertain only while such persons are on the Premises. LESSEE shall be subject to any and all amendments to such rules and regulations as CITY may adopt from time to time.

B. LESSEE shall take such measures:

(1) To reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building which is on the Premises or is a part thereof, or is located elsewhere on the Air Park; and

(2) To comply with any mandatory restrictions on aircraft operations imposed by CITY designed and intended to reduce the noise exposure associated with such aircraft operations and to educate its guests, invitees and business visitors of all mandatory and voluntary noise abatement procedures imposed or recommended by CITY for the same purpose.

C. CITY agrees that the removal of LESSEE's garbage, trash and industrial waste shall be governed by the applicable provisions set forth by CITY as the same pertains to any other industrial user and LESSEE agrees to comply with the same.

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D. LESSEE shall commit no unlawful nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

E. LESSEE shall not create nor permit to be caused or created upon the Premises any obnoxious odors or noxious gases or vapors. The creation of exhaust fumes by the operation in a proper manner, shall not be a violation of this Subparagraph F.

F. LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or in the Premises.

G. LESSEE shall not do or permit to be done any act or thing upon the Premises:

(1) that will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or contiguous property at the Air Park; or

(2) that may constitute an extra hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.

H. From time to time and as often as reasonably required by CITY, LESSEE shall conduct pressure and other appropriate tests of the fire extinguishing system and apparatus which constitute a part of the Premises.

I. LESSEE shall comply with all laws and ordinances and governmental rules, regulations and orders now in force or enacted at any time during the term of this Agreement which as a matter of law are applicable to or which affect the operation of LESSEE of the Premises hereunder. The obligations of LESSEE to comply with governmental

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requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by CITY to application to itself of such requirements or any of them.

J. LESSEE shall, at its own cost, make improvements to the Premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, security requirements, and other similar requirements designed to protect the public.

11. CARE, MAINTENANCE AND REPAIR BY LESSEE.

A. LESSEE shall throughout the term of this Agreement assume the entire responsibility and shall relieve CITY from all responsibility for all repair and maintenance whatsoever on the Premises and, without limiting the generality hereof, shall:

(1) keep at all times in a clean and orderly condition and appearance the Premises and all LESSEE's fixtures, equipment and personal property which are located in any parts of the Premises which is open to or visible by the general public; and

(2) LESSEE shall be responsible for the maintenance and repair of all utilities service lines except common utilities, if any, including, but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises leased to LESSEE and used by LESSEE exclusively; and

(3) at all times during the term hereof, take such appropriate anti-erosion measures with respect to all portions of the Premises not paved or built upon.

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B. CITY may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the structures and/or Premises, and the cost thereof shall be added to the rent due and payable the month following completion of such work by CITY and shall be paid by LESSEE to CITY along with said month's rent, if either:

(1) LESSEE fails in any material respect, to maintain, clean, repair, replace, rebuild or paint within a period of sixty (60) days after notice from the CITY to do so, and said notice specifies that the required work to be accomplished by LESSEE includes maintenance and/or repair other than preventive maintenance; or

(2) for work involving preventative maintenance and repair only, if LESSEE fails in any material respect to accomplish that specified work within one hundred eighty (180) days following notice from CITY; or

(3) within one hundred eighty (180) days, LESSEE fails in any material respect to diligently complete the repair, replacement, rebuilding or repainting of all of the Premises required to be repaired, replaced, rebuilt or painted by LESSEE under the terms of this Agreement.

12. INSURANCE.

LESSEE shall during the term of this Agreement insure and keep insured to the extent of _____ (\$ _____) all buildings, structures, fixtures and equipment on the Premises leased to LESSEE against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida and also against the following hazards and risks:

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A. Sprinkler leakage - by which is meant damage caused by water or any other substance discharged from any part of the fire protective equipment for LESSEE's Premises or for adjoining premises; collapse or fail of tanks forming part of such fire protective equipment or the component parts or supports of such tanks.

B. Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that LESSEE shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

C. LESSEE hereby agrees to fully indemnify CITY for any environmental damages caused by any underground or above-ground fuel storage tank(s) installed by LESSEE during the term of this lease. This includes, but is not limited to any damage to the soil or groundwater as a result of the use, maintenance, repair, or leakage by any means, from an underground or above-ground fuel storage tank(s). LESSEE agrees to provide a separate insurance policy, naming the CITY as an additional insured, providing for the remediation and payment of any damages caused by a fuel-storage tank, in the amount of \$1,000,000.00 for each fuel storage tank installed by LESSEE that does not exceed 12,000 gallons in capacity. In the event that LESSEE seeks to install a fuel-storage tank that exceeds 12,000 gallons in capacity, LESSEE shall be required to obtain additional coverage as required by the City's Risk Manager. Furthermore, at the conclusion of the Lease term, LESSEE shall be responsible for the removal, closure, or repairs and remediation of any resulting damage, of the UST and/or AST, in accordance with applicable federal, state and local guidelines and criteria. CITY shall have the

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sole option as to whether to require LESSEE to perform removal, closure or repair and remediation. LESSEE may manufacture, process, distribute, use, treat, keep, store, handle, dispose of and transport “Hazardous Substances” (as defined in Federal, State, and Local environmental laws, rules and regulations) as are customarily manufactured, processed, distributed, used, treated, kept, stored, handled, disposed of or transported on, in or about property being used in the operation of a Fixed Based Operation in an airport, provided same is handled in a manner which complies with all Federal, State and Local environmental laws, rules and regulations and provided same is not prohibited by any Federal, State or Local law, rules or regulation.

D. LESSEE covenants and agrees to provide and keep in force and effect comprehensive general public liability and property damage insurance to include independent contractors. Such comprehensive general liability coverage shall not be less than \$1,000,000.00 combined single limit bodily injury and property damage insurance, holding harmless and indemnifying LESSEE and CITY as their interests may appear against public liability and property damage claims, and to furnish CITY at all times with an appropriate certificate from the insurance carrier showing such insurance to be in force.

E. LESSEE further agrees to provide “contracts and agreements” insurance coverage with minimum limits for bodily injury of \$100,000.00 each person, \$300,000.00 each occurrence and \$300,000.00 aggregate, and for property damage of \$50,000.00 each accident and \$100,000.00 each occurrence. These minimum limits are subject to increase depending on the nature of the contract or agreement and must be approved by the Risk Manager of the City of Pompano Beach.

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F. It is further understood and agreed that LESSEE or his agents shall carry Products Liability and Completed Operations coverage with limits of liability as follows:

Bodily Injury	\$1,000,000 Each Person \$1,000,000 Each Occurrence \$1,000,000 Aggregate
Property Damage	\$1,000,000 Each Accident \$1,000,000 Aggregate

All policies of such insurance and renewal thereof shall insure CITY and LESSEE as their interests may appear.

G. The aforesaid insurance shall be written by companies authorized to do business in the State of Florida and listed in "Best's Insurance Guide", or a comparable publication in the event of the discontinuance of publishing "Best's", said insurance company having a minimum rating in "Best's" of A+ 3A.

H. The policies or certificates representing said insurance shall be delivered by LESSEE to CITY and each policy or certificate delivered shall bear the endorsement of or be accomplished by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish CITY sixty (60) days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to CITY at least sixty (60) days before the expiration of the insurance which such policies are to renew.

I. When such policies or certificates have been delivered by LESSEE to CITY as aforesaid and at any time or times thereafter, CITY may notify LESSEE in writing that the insurance represented thereby does not conform to the provisions of this paragraph either because of the amount or because of the insurance company or for any other reason and LESSEE shall have thirty (30) days in which to cure the defect. Failure to cure such defect within thirty

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(30) days shall constitute a breach of this Agreement by this LESSEE, entitling CITY to all remedies occasioned by default.

J. LESSEE or his agent further agree to hold harmless and indemnify the CITY OF POMPANO BEACH from any claims resulting from LESSEE's or his agent's negligence on or about the Premises and any operations in connection herewith.

K. All contracts entered into by LESSEE shall be subject to review by CITY in order to determine that CITY shall incur no liability not adequately covered by insurance and all contracts pursuant to this paragraph shall be submitted to CITY prior to being entered into by LESSEE.

13. DAMAGE TO OR DESTRUCTION OF PREMISES.

A. Removal of Debris. If the Premises or any part thereof shall be damaged by fire, the elements, the public enemy, riot, or other casualty, LESSEE shall promptly remove all debris resulting from such damage from the Premises and to the extent, if any, that the removal of debris under such circumstance is covered by insurance, the proceeds thereof shall be made available to LESSEE for such purpose.

B. Minor Damage. If the Premises, or any part thereof, shall be damaged by fire, the elements, the public enemy, riot or other casualty but not rendered untenable or unusable, the Premises shall be repaired with due diligence in accordance with the plans and specifications for the Premises as they existed prior to such damage, but with current Code requirements being met, by and at the expense of LESSEE and, if the damage is covered by insurance, the proceeds thereof shall be made available to LESSEE for that purpose.

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C. Major Damage to or Destruction of the Premises. If the Premises or any part thereof, shall be destroyed or so damaged by fire, the elements, the public enemy, riot or other casualty and thereby rendered temporarily untenable or unusable, then:

(1) LESSEE shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that LESSEE within forty-five (45) days after the occurrence of such damage or destruction notifies CITY in writing that it elects to exercise its option to make the necessary repairs or replacements. If LESSEE elects to make such repairs or replacements it shall do so with reasonable dispatch provided, however, LESSEE shall not be responsible for delays caused by the insurance company or an act of God. If such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to LESSEE.

(2) If LESSEE fails to notify CITY in writing of its intention to make the necessary repairs or replacements within the forty-five (45) day period provided in subparagraph (1) of this subdivision C, or if within the said forty-five (45) day period LESSEE notifies CITY in writing that it does not elect to make such repairs or replacements, then CITY may at its election make such repairs or replacements provided that CITY notifies LESSEE of its election to do so within thirty (30) days following the expiration of the said forty-five (45) day period. If CITY elects to make such repairs or replacements, it shall do so with reasonable dispatch and without cost to LESSEE, except that if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to CITY.

(3) In the event that restoration is made pursuant to either subparagraphs (1) or (2) of this subdivision C of paragraph 11 hereof, the rent shall abate from

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the date of the damage or destruction until the Premises have been placed in a usable condition. In the event that portions of the Premises are usable, the abatement shall be pro-rated based on the percentage of usability. Such abatement shall be made pursuant to paragraph ____ hereof.

(4) In the event that neither of the two parties elects to make such repairs or replacements, then this Agreement shall terminate either at the expiration of seventy-five (75) days from the occurrence of such destruction or damage or at the expiration of thirty (30) days following receipt of notice by CITY from LESSEE that the LESSEE does not elect to repair or replace such damage, whichever date occurs sooner; and in any such event, the proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to debris removal) shall be distributed between LESSEE and CITY as their interests may appear. In such event, the payment of rentals shall terminate as of the date of the damage or destruction.

14. INDEMNITY.

LESSEE shall indemnify and hold harmless CITY, its Commissioners, officers, employees and representatives, from and against all claims and demands of third persons, except in cases of gross and willful misconduct including, but not limited to, the execution of this Agreement, claims and demands for death or personal injuries or for property damages arising out of the use or occupancy of the Premises by LESSEE or with its consent or out of any acts or omissions of others upon the Premises with the consent of LESSEE, or arising or resulting from any breach or default by LESSEE or any of the obligations or duties assumed by or imposed upon it under this Agreement, including provisions within the Quitclaim Deeds, or indemnification arising by operation of law.

Further, LESSEE shall pay all costs incurred and reasonable attorneys' fees incurred by CITY in the event of a necessity to defend any claim, lawsuit or cause of action whatever against

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CITY arising out of the LESSEE's activities at the Air Park or the execution of this Agreement, be the same with or without merit. It is further understood that the above indemnification agreement extends to the act of invitees, licensees and trespassers upon the Premises, and LESSEE's obligations to indemnify CITY shall be cumulative with the obligations of any assignee of LESSEE, absent a specific agreement to the contrary with CITY at the time of such assignment.

Any sums due CITY under this paragraph 14 shall constitute a lien against the interest of LESSEE in the Premises and all of its property situated thereon to the same extent and on the same conditions as any lien arising under paragraph 22 hereof.

15. SIGNS.

Except with the prior written approval of CITY, LESSEE shall not erect, maintain or display any signs, flags or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises.

16. OBSTRUCTION LIGHTS.

LESSEE shall install, maintain and operate at its own expense with obstruction lights on the Premises as the Federal Aviation Administration may recommend or as the City Manager may reasonably direct and shall energize such lights daily at sunset and for such other period as may be directed or requested by CITY.

17. ADDITIONAL RENT AND CHARGES.

If CITY is required or elects to pay any sum or sums or incurs any obligations or expenses by reason of the failure, neglect or refusal of LESSEE to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of LESSEE contrary to said conditions, covenants and agreements, LESSEE

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agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by CITY in the same amount and with like remedies as if it were originally a part of the rent as set forth in paragraph 6 hereof.

18. RIGHTS OF ENTRY RESERVED.

A. CITY, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times, and with reasonable prior notice, to enter upon the Premises for the purpose of inspecting the same, for observing the performance by LESSEE of its obligations under this Agreement and for doing any act or thing which CITY may be obligated or have the right to do under this Agreement or otherwise as long as said inspection or visit does not interfere with the normal business of LESSEE.

B. Without limiting the generality of the foregoing, CITY, by its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right, at its own cost and expense, for its own benefit or for the benefit of others than LESSEE at the Air Park, to maintain existing and future utilities, mechanical, electrical and other systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of CITY, be deemed necessary or advisable and from time to time to construct or install over, in or under the Premises such systems or parts thereof and in connection with such maintenance to use the Premises for access to other parts of the Air Park otherwise not conveniently accessible provided, however, that in the exercise of such rights of access, repair, alteration or new construction CITY shall not unreasonably interfere with the actual use and occupancy of the Premises by LESSEE.

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C. In the event that any personal property of LESSEE shall obstruct the access of CITY, or its officers, employees, agents or contractors, to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, LESSEE shall move such property, as directed by CITY, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and if LESSEE shall fail to do so, CITY may move it and LESSEE hereby agrees to pay the cost of such moving upon demand.

D. At any time and from time to time during reasonable business hours within the six (6) months next preceding the expiration of this Agreement or immediately upon the determination by CITY of an abandonment or a breach of this Agreement by LESSEE, CITY by its agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Premises, shall have the right to enter thereon, after reasonable notice, for the purpose of exhibiting and viewing all parts of the same and during such six (6) month period, CITY may place and maintain on the Premises the usual "For Lease" signs, which signs LESSEE shall permit to remain without molestation. CITY shall not interfere with the normal business of LESSEE when entering onto property pursuant to this subsection.

E. If, during the last month of the term of this Agreement, LESSEE shall have removed all or substantially all of its property from the Premises, CITY may immediately enter and alter, renovate and redecorate the Premises.

F. The exercise of any or all of the foregoing rights by CITY or others shall not be or be construed to be an eviction of LESSEE nor to be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

19. SALE, ASSIGNMENT AND SUBLEASE.

A. LESSEE shall not sell, convey, assign, transfer or pledge this Agreement or any part thereof or any rights created thereby or sublet the Premises or any part thereof without the prior written consent of CITY, with the exception of subleases for aircraft storage and/or hangar or "T" hangar space. However, the initial form and content of any such sublease for aircraft storage and/or hangar or "T" hangar space must be approved by CITY and any such sublease shall be limited to a maximum term of one (1) year. Approval of any sublease may be conditioned upon payment to CITY of a percentage of the revenue to be derived there from by LESSEE. For purposes of this paragraph, transfer of the control of a LESSEE which is a corporation, partnership or other type of business entity other than an individual shall be considered a transfer of this Agreement. However, transfers within the immediate family of the current majority stockholder shall not be an assignment of this Agreement even if such transfer involves a majority interest of said stock; provided further, however, that all such transfers shall be presented to CITY for informational purposes. A transfer of control of the business entity shall be deemed to occur when the owner or owners of more than fifteen (15%) percent of the proprietary interest in the business entity transfer, other than between themselves, such proprietary interest to another person, firm, partnership, corporation or business entity, or when the controlling interest of the business entity shall change. It is the intent that CITY know and approve of ownership of the Agreement and any sublease tenants, with the exception of subleases for aircraft storage. Any lessee or sublessee (except sublessees of aircraft storage space) hereunder who is a corporation, partnership or other type of business entity shall submit to CITY a list of all owners of proprietary interests in the business entity as well as a list of those persons who hold security interests of whatever kind or nature in the business entity or its

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personal property. An updated version of such list shall be submitted to the Air Park Manager on each anniversary date of this Agreement. A current list of the names and home addresses of all officers and shareholders and all persons who hold security interests of whatever kind or nature in the business entity or personal property of the business, including the amount of shares held by each shareholder, is attached hereto as Exhibit "4".

B. If, without the prior written consent of CITY, LESSEE assigns, sells, conveys, transfers, pledges or sublets in violation of subparagraph A above, or if the Premises are occupied by anybody other than LESSEE, CITY may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or who occupies the Premises and CITY shall apply the net income collected to the rental herein reserved; but no such collection shall be deemed a waiver by CITY of the covenants contained in subparagraph A above or any acceptance by CITY of any such assignee or sublessee.

C. If at any time during the term of this Agreement, any other Fixed Base Operator is granted privileges or rights specifically prohibited in Paragraph A and B above, CITY will also grant the same rights and privileges to LESSEE.

D. LESSEE's right to enter into contracts with third parties to provide the commercial aeronautical products and services authorized hereunder shall be in accordance with the Standards for Fixed Base Operators, as the same may be amended from time to time.

E. CITY shall have the right to assign its interest in this Agreement in the event that CITY sells or leases the Air Park property to another public entity for continued operation of an airport or CITY enters into a management contract with a public or private entity to operate the Air Park on the City's behalf.

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20. DEFAULT BY LESSEE.

LESSEE will be considered in default of this Agreement if any one or more of the following events shall occur:

A. Bankruptcy or Insolvency. Should LESSEE, at any time during the term of this Agreement, by order or decree of a court be adjudged bankrupt or an order be made approving a petition filed by any of its creditors or stockholders, or should LESSEE or any of its stockholders institute any proceedings seeking a composition, arrangement, reorganization or readjustment of LESSEE's indebtedness under the Federal Bankruptcy Laws or under any other law or statute of the United States or any state thereof, or make any assignments for the benefit of its creditors, or should a receiver or trustee or liquidator be appointed for LESSEE's property because of LESSEE's insolvency, and the said appointment not vacated within thirty (30) days thereafter, or should LESSEE's leasehold interest be levied on and the lien thereof not discharged within thirty (30) days after said levy has been made, or should LESSEE fail promptly to make the necessary returns and reports required of it by state and federal law, or should LESSEE fail promptly to comply with all governmental regulations, both state and federal, and should such failure in any manner jeopardize the rights of CITY, then and, in such event, and upon the happening of either or any of said events, CITY shall have the right, at its election, to consider the same a default on the part of LESSEE of the terms and provisions hereof and, in the event of such default not being cured by LESSEE within a period of thirty (30) days from the date of the giving by CITY of written notice to LESSEE of the existence of such default, CITY shall have the option of declaring this Agreement terminated and the interest of the LESSEE forfeited, or CITY may exercise any other options herein conferred upon it. The pendency of bankruptcy proceedings or arrangement proceedings, to which LESSEE shall be a

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party shall not preclude CITY from exercising the option herein conferred upon it. In the event LESSEE or the trustees or receiver of LESSEE's property shall seek an injunction against CITY's exercise of the option herein conferred, such action on the part of LESSEE, its trustee or receiver, shall automatically terminate this Agreement as of the date of the making of such application. In the event the court shall enjoin CITY from exercising the option herein conferred, such injunction shall automatically terminate this Agreement.

B. Other Events Constituting Default.

(1) If LESSEE shall voluntarily abandon, desert or vacate the Premises or discontinue its operation at the Air Park; or

(2) If any lien is filed against the Premises because of any act or omission of LESSEE and is not removed or secured by bond or otherwise, within thirty (30) days after LESSEE has received notice thereof; or

(3) If LESSEE shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to CITY and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of ten (10) days after receipt of notice by it from CITY to make such payments; or

(4) If LESSEE shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed within fifteen (15) days after receipt of notice of non-compliance thereunder from CITY except where fulfillment of its obligation requires activity over a period of time and LESSEE shall have commenced to perform whatever may be required for fulfillment within fifteen (15) days after receipt of notice and continues such performances without interruption and except where fulfillment is prevented by causes beyond its control.

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(5) Upon the occurrence of any such event or at any time thereafter during the continuance thereof, CITY, by forty-five (45) days' notice, may terminate the rights of LESSEE hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

C. Wasting or Destruction of Property. In the event the activities of LESSEE, which are in derogation of the terms of this Agreement, are such as to constitute a material wasting or destruction of the property of CITY or of any individual whose property may be rightfully and properly located at the Air Park then and in that event it shall not be necessary for CITY to suffer the wasting or destruction of said property during the aforesaid periods of notice, but in such event CITY shall give LESSEE three (3) days' notice within which to terminate the aforesaid destruction or waste or terminate any act or practice which shall place the property of CITY or the property of any individual located properly upon the Air Park, in danger of destruction or waste. If at the expiration of the aforesaid three (3) days from the service of notice upon LESSEE in accordance with the provisions for service of such notice as contained in this Agreement, LESSEE has not terminated such waste of CITY's property and plant, or the waste of any individual's property which may be properly located upon the Air Park as aforesaid, then and, in that event, CITY shall have the right to enter upon the Premises forthwith, and LESSEE shall remove himself from the Premises forthwith and this Agreement shall be deemed canceled and terminated as of the expiration of the aforesaid three (3) days.

D. No acceptance by CITY of rental, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by LESSEE shall be deemed a waiver of any right on the part of CITY to terminate this Agreement.

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E. No waiver by CITY of any default on the part of LESSEE in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by LESSEE shall be or be construed to be a waiver by CITY of any other or subsequent default in performance of any of the said terms, covenants and conditions.

F. The rights of declaration of default described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that CITY would have at law or in equity consequent upon any breach of this Agreement by LESSEE and the exercise by CITY of any right of termination shall be without prejudice to any other such rights and remedies.

21. REMEDIES TO BE NON-EXCLUSIVE.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to CITY or LESSEE at law or in equity and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

22. LIEN UPON REVENUES, INCOME, ETC.

In the event of LESSEE's breach of any of the provisions of this Agreement, CITY shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the Premises as additional security for LESSEE's faithful performance of each of the terms and provisions hereof, and to secure payment of all sums owing to CITY hereunder. Such liens shall be superior in dignity to the rights of LESSEE and any of its creditors or assignees or any trustee or receiver appointed for LESSEE's property, or any other person claiming under LESSEE. Upon CITY's termination of LESSEE's rights under this Agreement by reason of LESSEE's default, all such revenues, income, rents, earnings and profits derived or accruing from the Premises from

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the date of such termination by CITY shall constitute the property of CITY and the same is hereby declared to be a trust fund for the exclusive benefit of CITY and shall not constitute any asset of LESSEE or any trustee or receiver appointed for LESSEE's property. The provisions of this paragraph shall be effective without CITY's re-entry upon the Premises or repossession thereof and without any judicial determination that LESSEE's interest under said Agreement has been terminated.

23. SURRENDER.

LESSEE covenants and agrees to yield and deliver peaceably to CITY on the date of cessation of this Agreement, whether such cessation be by termination, expiration or otherwise, possession of the Premises and all buildings, structures, pavements, facilities and permanent improvements located on the Premises free of all encumbrances, in a good state of repair and in good and usable condition, subject to reasonable wear and tear. CITY thereafter shall own, possess and have the right to lease to any third party the Premises and any facilities thereon. LESSEE shall have no right to extension or renewal upon termination of this Agreement according to the terms hereof.

Personal property and furnishings belong to LESSEE shall be removed from the Premises within thirty (30) days from the date of termination of this Agreement, where termination is due to a breach of any condition imposed upon LESSEE under the terms of this Agreement or whether by natural termination due to the lapse of time, it being specifically understood that CITY shall look to the buildings constructed on the Premises as its sole security for this Agreement and not any personal property belonging to LESSEE which may be located on the Premises. It is further understood that LESSEE shall have no right to remove any property, the removal of which will leave the building structurally defective and LESSEE shall be further

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prohibited from removing any plumbing fixtures, lighting fixtures or other items incorporated into the structure of the building.

24. REMOVAL OF LESSEE'S PROPERTY BY CITY.

If, under the terms of this Agreement, LESSEE is entitled to remove its property from the Premises, but shall fail to do so on or before the termination or expiration of this Agreement, or after the time for removal as provided in paragraph 23 hereof, CITY may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale; second, to any sum owed by LESSEE to CITY, with any balance remaining to be paid to LESSEE. If the expense of such removal, storage and sale shall exceed the proceeds of the sale, LESSEE shall pay such excess to CITY upon demand.

25. LIMITATION OF RIGHTS OR PRIVILEGES GRANTED.

No greater rights or privileges with respect to the use of the Air Park or any part thereof are granted or intended to be granted to LESSEE by this Agreement or by any provision thereof than the rights and privileges expressly and specifically granted hereby.

26. NOTICES.

Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or forwarded to him or to the party at such address by certified or registered mail. LESSEE shall from time to time designate, in writing, an office within Broward County, Florida, an officer or representative whose regular place of business is at such office, upon whom notices

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and requests may be served. CITY designates the City Manager and, until further notice, LESSEE designates its President as its officer upon whom notices and requests may be served, and CITY designates its office at City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, as their respective offices where notices and requests may be served. The notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

27. PLACE OF PAYMENTS.

All payments received from LESSEE by this Agreement shall be made at the office of the City Manager, at City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

28. CONSTRUCTION AND APPLICATION OF TERMS.

The paragraph and subparagraph headings, if any, in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the provision hereof.

29. ABATEMENT.

A. If at any time LESSEE shall become entitled to an abatement of rental by the provisions of this Agreement or otherwise, the abatement of rental shall be made on an equitable basis giving effect to the amount and character of the space, the use of which is denied LESSEE as compared with the entire premises.

B. If CITY shall, for safety or other reasons, prohibit the use of the Public Landing Area at the Air Park or of any substantial part thereof for a period covering more than fifteen (15) consecutive days, and LESSEE shall thereby be prevented from conducting those operations at the Air Park enumerated in paragraph 2 hereof, then, upon the occurrence of such event, LESSEE shall be entitled to an abatement of rental as defined herein during such period of

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prohibition and prevention. LESSEE hereby releases and discharges CITY of and from all claims and rights which LESSEE may have arising out of or consequent upon such closing and the subsequent interrupted use of such Public Landing Area or part thereof during the period of prohibition.

30. DEFINITIONS.

The following terms, when used in this Agreement, shall, unless the context shall require otherwise, have the respective meanings given below:

A. Air Park shall mean the land and premises in the City of Pompano Beach, County of Broward, State of Florida, described in those certain deeds recorded in Deed Book 602, Page 458, Deed Book 614, Page 134 and Deed Book 633, Page 422, Public Records of Broward County, Florida.

B. Premises shall mean and include the land, buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch basins.

C. Public Landing Area shall mean the area of land at the Air Park including runways, taxiways and the areas between and adjacent to runways and taxiways, designated and made available from time to time by CITY for common use for the loading or unloading of passengers or cargo to or from aircraft using the Public Landing Area.

G. Runways (including approaches thereto) shall mean the portion of the Air Park used for the purpose of landing and taking off of aircraft.

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H. Taxiways shall mean the portion of the Air Park used for the purpose of ground movement of aircraft to, from and between the runways, the public ramps and apron area, the aircraft parking and storage space and other portions of the Air Park (not including, however, any taxiways the exclusive use of which is granted to LESSEE or any other person by lease, permit or otherwise).

31. PERMITS, APPROVALS AND FEES.

It is understood and agreed that any construction on the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments, and that LESSEE shall be responsible for obtaining all necessary plat approvals, zoning and building permits, and any other approvals or permits which may be required, and shall pay all charges therefore, whether such charges become payable prior to or subsequent to the issuance of the approval or permit. It is specifically understood and agreed that LESSEE shall have sole responsibility for any platting of the Premises which may be required by CITY and Broward County and for the payment of all fees and charges in connection therewith including, but not limited to, engineering, surveying and drafting charges, application, processing and recording fees, impact fees and off-site road improvement fees.

32. FIRE HYDRANTS.

It is agreed that CITY shall provide adequate fire hydrants within a reasonable distance from any building being constructed by LESSEE to meet the minimum fire insurance requirements and safety requirements. Any such hydrant that may be required by the provisions hereof, as determined by the location of the buildings in the plans and specifications to be submitted by LESSEE, shall be installed by CITY prior to the completion of the construction of the buildings delineated in said plans.

33. CONDEMNATION.

In the event the Air Park is taken over through condemnation or any other proceeding by a governmental body having the power and authority to do so, other than CITY, this Agreement shall become null and void and the rights of possession and use granted hereunder shall cease upon the taking of possession of the Premises from LESSEE, and the rights and interests of CITY and LESSEE in the award of just compensation which shall be made therefore shall be governed by the law applicable in such cases. CITY shall not be liable to LESSEE for any damages attributable to such taking.

34. RETENTION OF RECORDS AND RIGHT TO ACCESS.

LESSEE shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of audit finding.

Additionally, LESSEE shall routinely provide CITY with an Annual Statement of gross receipts and operating expenses for informational purposes only.

35. NON-DISCRIMINATION.

LESSEE, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities on the Premises; (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or

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MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

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NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LESSEE":

Witnesses:

By: _____
Signature

Typed, Stamped or Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____, on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

L:/AGR/Airpark/aviation center of pompano/Lease 8.20

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STANDARDS FOR FIXED BASE OPERATORS AT THE POMPANO BEACH AIR PARK

1. A Fixed Base Operator shall mean any person, firm or corporation leasing property at the Air Park who provides any or all of the aeronautical services to the General Flying Public.
 - 1.1 For purposes of these Standards, the term “Aircraft” is defined to include all powered flight vehicles, such as fixed wing aircraft, gyrocopters, helicopters, ultralites, etc.
2. No person, firm or corporation shall engage in any commercial activity on the Air Park unless said activity is in compliance with these Standards and approved by the City Commission.
3. All Fixed Base operations at the Pompano Beach Air Park shall be conducted for the benefit of the public so as to promote aviation and aeronautical activities.
4. All Fixed Base Operators shall protect the general public, the customers or clients of such Fixed Base Operators and the City of Pompano Beach from any and all lawful damages, claims, or liability, and they shall carry comprehensive general liability insurance in a company authorized to do business in the State of Florida protecting against personal injury and property damage, on a per occurrence basis, in such amounts as may be determined from time to time by the City Commission. The City of Pompano Beach shall be an additional named insured in any such policy and a certificate of insurance evidencing the same and the required coverage shall be delivered to the City Manager prior to or at the time of any lease of Air Park property. The certificate of insurance shall also provide that the City Manager will be notified by the insurance company, in writing, ten (10) days in advance of any cancellation of such insurance.
5. All Fixed Base Operators shall render full time service with the exception of Category “A” at the Pompano Beach Air Park during normal business hours of 9:00 A.M. to 5:00 P.M. daily through regularly employed personnel on duty at all times during such normal business hours. Service outside of normal business hours may be pre-arranged by appointment or on a special overtime fee arrangement basis between Fixed Base Operator and customer.
6. All Fixed Base Operators shall satisfy the City Commission that they are technically and financially able to perform the services of such fixed base operations before any lease of Air Park property for such an operation shall be executed. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors of any Fixed Base Operator, the City shall have the right, at its election, to consider the same a default on the part of the Lessee and to terminate any such lease.
7. Fixed Base Operators shall conform with and abide by all reasonable rules and regulations of the Federal Aviation Agency, and the City of Pompano Beach. In this regard, Fixed Base Operators shall require that aircraft which they own and operate or make available for hire, be operated by personnel who hold appropriate and current Federal Aviation Agency Pilot and Medical Certificates.

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8. All Fixed Base Operators shall permit individual aircraft owners to effect their own minor maintenance and repairs which do not require F. A. A. Licensed Personnel, if such owner so desires.

9. No construction of any kind shall be done at the Pompano Beach Air park without the prior approval of the Federal Aviation Agency, or its successor governmental agency, and the City Commission, and no such approval shall be granted unless such construction and design is consistent with the Master Plan for the development of said Air Park.

10. Fixed Base Operators shall abide by and comply with the Standards pertaining to the particular category of such Fixed Base Operators as defined in Categories "A" through "F" hereinafter set forth.

11. If a hangar or hangars are constructed to be used for the rental of space for aircraft storage, such hangar or hangars shall be not less than 10,000 square feet in floor area. A Fixed Base Operator in any category may, if sufficient land and area is leased from the City, construct such a hangar or hangars and engage in the business of rental of space for aircraft storage.

12. Any person, firm or corporation capable of meeting the minimum Standards set forth herein for any of the stated categories is eligible to become a Fixed Base Operator at the Air Park, subject to the execution of a written lease for not less than three (3) years containing such terms and conditions as may be determined by the City Commission after such competitive bidding as the City Commission may require. Any Fixed Base Operator desiring to extend his operations into more than one category or to discontinue operations in a category, shall first apply, in writing, to the Air Park Advisory Board for permission to do so, setting forth in detail the reasons and conditions for the request. The Air Park Advisory Board shall thereupon make its recommendation on such request to the City Commission, who shall then grant or deny the request on such terms and conditions as the City Commission deems to be prudent and proper under the circumstances. Each Fixed Base Operator shall provide his own land, buildings, personnel and equipment, and other requirements as herein stated.

13. A Fixed Base Operator shall not assign his lease nor sublet any portion of the property without first securing approval of the City Commission.

14. Ramp space other than ramp space specifically leased to Fixed Base Operators shall be for use by the general public only. No Fixed Base Operator shall be permitted to use any portion of public ramp space for his use exclusively or to use any of such ramp space as tie-down area.

15. Leases to Fixed Base Operators may be authorized by Ordinance of the City Commission duly enacted

A. Leases containing provisions requiring the Lessee to construct building(s) and/or other capital improvements may be authorized for a period of time not exceeding thirty (30) years, including any renewal options contained therein. All other leases may be authorized to a period of time not exceeding ten (10) years, including any renewal options contained therein. Leases requiring Lessees to construct building(s) and/or other capital improvements shall specify

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the dollar amount to be expended by the Lessee for such building(s) and/or other capital improvements and shall require that at least fifty (50) per cent of such dollar amount shall be expended during the first two (2) years of the lease and that the remainder of such amount, if any, shall be expended during the second two (2) years of the lease.

B. The following matrix may be considered as a guideline in determining the length of leases of Air Park property:

<u>Investment</u>	<u>Lease Term In Years</u>
\$250,000 or less	20
\$250,000 to \$500,000	25
\$500,000 and over	30

C. The City Attorney shall prepare all leases in accordance with Section 62 of the City Charter. All leases shall be for a definite period of time, shall be in writing, executed in duplicate, with one copy retained by the City of Pompano Beach. Such leases shall be signed by an officer of the City designated by Charter.

D. In addition, leases shall, at the discretion of the City, be subject to review and re-evaluation at the end of each three (3) year period thereof, in relation to the National Cost of Living. In this regard, when at the end of each said three (3) year period, the Department of Commerce Consumer Price Index is determined by the City to be five (5) or more per cent higher than at the date the lease became effective, the rental terms thereof may be increased by such percentage of increase of said Index. If at the end of such three (3) year period the said Index has changed less than five (5) per cent, then the City shall take no action to review or re-evaluate the lease. In the event of a dispute over an increase of rates above those specified in the lease at the time of review, Fixed Base Operators affected may appeal this matter to a City Commission appointed Board of Arbitration, whose decision shall govern.

E. No Lessee shall do business in any business name other than the name of the business as it appears in the Lease Agreement with the City of Pompano Beach.

16. The City of Pompano Beach will provide the following normal City services to Fixed Base Operators at the Pompano Beach Air Park:

A. Maintenance of the runways, taxiways, open areas, and ramp areas which are open for use of the general aviation public.

B. Maintenance and operation of the runway lights, rotating light beacon, and lighted wind tee to permit night flying operations seven days each week between the hours of sunset and sunrise.

17. On-site security patrolling and inspection of leased or owned properties of Fixed Base Operators at the Pompano Beach Air Park will be provided by the subject Fixed Base Operators.

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In cases of fire or disorder beyond the capabilities of on-site Fixed Base Operators self-provided personnel, the City when notified, will provide assistance from the City Police and City Fire Departments.

18. All non airworthy aircraft shall be removed from the Air Park on thirty (30) days written notice of the City at the Fixed Base Operators expense.

19. In the event of any conflict between the terms of these minimum Standards and the provisions of any lease of a portion of the Air Park property, the terms of the lease shall be controlling.

20. The Air Park Advisory Board and City Commission without intending to restrict proposal preparation, but at the same time for the purpose of requiring uniformity in the submissions of applications for operating a Fixed Base Operation must have as a minimum the following:

A. A complete and detailed narrative description of the lessee's proposed method of operating his business enterprise. Such narrative must include statements which will clearly establish the policies and business practices to be employed and observed in the operations, including but not necessarily limited. to:

1. Management employment policies.
2. Sales procedures.
3. System of cashiering.
4. Control of collection type and kind of equipment to be used.
5. Administrative control techniques to be applied.

B. A listing of proposed number and labor classifications of full time and part time personnel to be employed in the operation, and the proposed number of employees on a shift.

C. A statement of projected gross revenue and of projected operating costs each year of the contract.

D. A complete and comprehensive presentation or brochure clearly setting forth the lessee's qualifications in terms of experience, organization, financial capability and factors, that demonstrate unquestionably the competency to undertake and operate this enterprise. A current financial statement shall be included if existing corporation.

E. A statement as to the Lessee's pricing policies and proposed schedule of charges.

F. A plan or series of sketches illustrating the manner in which the assigned Premises will be utilized:

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1. A detailed layout plan showing the location of all structures, tie-down areas and placement of offices, shops, terminal areas, counters, etc.
2. A detailed plan and location of the fuel form, storage tanks, fueling equipment, etc.
3. A list and location of proposed equipment to be used in the operation of the business.

G. A statement of the estimated financial investments the Lessee proposed to make in the enterprise, including the costs of fixed improvements, estimates of cost of operating equipment, and names and addresses of the principles in the enterprise. It is the intent that the City know and approve the ownership of the lease and any sublease tenants.

FIXED BASE OPERATOR CATEGORIES

Category “A” Sale of Aviation Petroleum Products and Ramp Service.

A Fixed Base Operator in this category shall:

1. Lease from the City or provide with the approval of the City a concrete rigid pavement or flexible asphalt surface ramp of not less than 15,000 square feet, plus a concrete rigid pavement or flexible asphalt surface access or accesses to taxiways. The type of pavement shall be determined by the City.
2. Maintain pumping equipment meeting all applicable safety requirements with reliable metering devices subject to independent inspection and with a pumping efficiency capable of servicing all aircraft normally using the Air Park
3. Have personnel on full-time duty during normal business hours of 7:00 A.M. to 7:00 P.M. seven days a week.
4. Lease from the City a minimum of five (5) acres of land. There shall be located all required improvements for aircraft parking and tie-down areas with adequate tie-down facilities including approved ropes and chocks for a minimum of ten (10) aircraft. Demonstrate capability to efficiently and safely conduct or move aircraft to such areas and park them in compliance with all local regulations, if any.
5. Be required to install at all fixed fueling locations adequate grounding rods to reduce the hazards of static electricity.
6. Construct on said five (5) acres and have available a building with a minimum of 1,000 square feet conveniently located and comfortably heated and air conditioned with waiting room for passengers and crew of itinerant aircraft while being fueled, including sanitary restrooms and public telephone.

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7. A Fixed Base Operator shall demonstrate a capability to perform minor repairs; provided, however, that the Operator shall first demonstrate his ability to comply with the requirements of the City Commission determined to be necessary for the suppression of noise, dust, fumes, dirt, odors, smoke and other similar effects, including, but not necessarily limited to, sound proof air conditioned enclosures for the performance of such minor repairs.

8. A Fixed Base Operator in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment without meeting the requirements of Category "D".

Category "B" Flight instruction and Aircraft Rental

A Fixed Base Operator in this category shall:

1. Have available on a full-time employment basis a minimum of one instructor pilot with appropriate and current Federal Aviation Agency Pilot and Federal Aviation Agency approved Medical Certificates.
2. Provide and at all times maintain a minimum of two (2) aircraft owned or leased by and under the exclusive control of this Fixed Base Operator which are properly equipped and Federal Aviation Agency certificated for flight instruction and rental.
3. Lease from the City or provide under terms agreeable to the City for his exclusive use a minimum of 1,000 square feet of classroom and/or office space, to include restrooms.
4. Demonstrate the continuing ability to meet requirements for certification of flight instructor personnel and aircraft by the Federal Aviation Agency.
5. Lease from the City a minimum of five (5) acres of land on which will be located all required improvements.
6. Be responsible that personnel operating rental equipment obtained from the subject Fixed Base Operator have appropriate and current Federal Aviation Agency pilot and Federal Aviation Agency approved Medical Certificates.
7. A Fixed Base Operator in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment without meeting the requirements of Category "D".

Category "C" Aircraft Charter and Taxi

A Fixed Base Operator in this category shall:

1. Have available on a full-time employment basis a minimum of one Federal Aviation Agency certified pilot with current commercial and instrument ratings and appropriate and current Federal Aviation Agency approved Medical Certificate.

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2. Lease from the City or provide under terms agreeable to the City for his exclusive use a minimum of 100 square feet in a building for passenger shelter, restrooms, telephone, etc.
3. Provide satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, and ground transportation, etc.
4. Provide and at all times maintain a minimum of two (2) currently certified and continuously airworthy aircraft owned or leased by and under the exclusive control of this Fixed Base Operator, properly certificated for air charter or air taxi service.
5. Lease from the City a minimum of five (5) acres of land on which will be located all required improvements.
6. A Fixed Base Operator in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment without meeting the requirements of Category "D".

Category "D" Aircraft Sales

A Fixed Base Operator in this category shall:

1. Have a sales or distributorship franchise from a recognized aircraft manufacturer.
2. Have available during normal working hours of 9:00 A.M. to 5:00 P.M. Federal Aviation Agency certificated and currently airworthy aircraft for sale.
3. Have a minimum of one (1) fully qualified demonstrator pilot employed with current and appropriate Federal Aviation Agency pilot and Federal Aviation Agency approved Medical Certificate.
4. Lease from the City a minimum of five (5) acres of land on which will be located all required improvements.
5. Lease from the City or provide under terms agreeable to the City for his exclusive use a minimum of 1,000 square feet of office space.

Category "E" Aircraft, Engine, Propeller and Accessory Maintenance

A Fixed Base Operator in this category shall:

1. Lease from the City or provide under terms agreeable to the City for his exclusive use a minimum of 5,000 square feet of hangar, shop, and storage space.
2. Furnish facilities and equipment for airframe and power plant repairs with at least one (1) duly Federal Aviation Agency certified A & P Mechanic and such other personnel as may be necessary. Such airframe and power plant repair shall include facilities for both major and minor

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repair of aircraft and engines used in private aviation in this area; provided, however, that the Operator shall first demonstrate his ability to comply with requirements of the City Commission determined to be necessary for the suppression of noise, dust, fumes, dirt, odors, smoke, and other similar effects, including, but not necessarily limited to, sound proof, air conditioned enclosures for the performance of such aircraft and engine repair.

3. Demonstrate the ability to and assume responsibility for promptly removing from the public landing area as soon as permitted by cognizant Federal Aviation Agency and Civil Aeronautics Board authorities any disabled aircraft.
4. Lease from the City a minimum of five (5) acres of land on which will be located all required improvements.
5. A Fixed Base Operator in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment without meeting the requirements of Category "D".

Category "F" Radio and Instrument

A Fixed Base Operator in this category shall:

1. Lease from the City or provide under terms agreeable to the City for his exclusive use a minimum of 100 square feet of shop and storage space.
2. Have available on a normal full-time basis Federal Aviation Agency certificated technicians in the field of aircraft electronics and/or aircraft instruments with proper Federal Communication Commission License to conduct complete aircraft transmitter, receiver and antennae repair.
3. Provide satisfactory arrangements for access to the storage of aircraft being worked on.
4. Lease from the City a minimum of two (2) acres of land on which shall be located all required improvements.