

**GENERAL TERMS AND CONDITIONS**

- A. Permit applicants must complete the attached Application Form and keep the required information updated at all times. Along with the Application, the Permittee shall attach copies of all permits, occupational licenses, insurance certificates and any other documents required by law for the conduct of business set forth in the Application.
- B. Permittees shall comply with Chapter 25 of the County Code, as well as with pertinent MDAD ODs, and all other applicable Federal, State, and County laws, ordinances, and rules and regulations.
- C. Permittees must also ensure that its vehicles comply with Chapter 24 of the County Code regarding Prohibitions Against Motor Vehicles as Sources of Air Pollution. Any vehicle found to be in violation of Chapter 24 will be subject to fines and penalties and will be immediately prohibited from operating at MIA until such deficiency has been corrected and the vehicle has been recertified by the County's Department of Environmental Resource Management.
- D. All Permittees' drivers must possess a current and valid Chauffeur's or Operator's License, appropriate to the service being performed.
- E. Applicants must pay the applicable fees, charges, and related security deposits for use of the ground transportation facilities and services of the Airport.
- F. Permit decal applicants must obtain a separate decal for each type of classification of service advertised or offered.
- G. Permittees providing multiple class service shall pay the highest fee applicable to the vehicle being utilized.
- H. All permit decals must be properly affixed on each authorized vehicle.
- I. Permit decals are not transferable and do not extend beyond the boundaries specifically permitted by this OD or as amended from time to time.
- J. MDAD will not replace decals without a written request from the Permittee. Class E Permit Decals must be returned first before replacement is granted.
- K. The permit in no way establishes or vests in the Permittee any right to priority use of any Landside area or in any way restricts MDAD from

assigning priorities by sub-class of the Airport Landside ground transportation resources so as to assure appropriate allocation of such resources to all users of the Airport and to ensure the orderly intermix of the various sub-classes of off-airport commercial ground transportation companies with ground transportation franchise or contract operators, Airport terminal tenants, governmental vehicles, and noncommercial users of the Airport.

- L. The vehicle(s) operated under permit shall be subject to inspection by MDAD as to size, engine exhaust, radio communication equipment, passenger access, current validity of the MDAD Permit, and other matters pertaining to the efficient, safe, and environmentally acceptable operation of the vehicle at the Airport.
- M. Permittees agree that MDAD may install electronic or non-electronic counting devices as a means of determining the number of trips made by each vehicle of the Permittee.
- N. Permittees agree to maintain in good working order whatever receiving devices, decals, bar codes or other installed equipment necessary for such counting on each vehicle operating at MIA.
- O. Permittees must notify MDAD prior to using new or replacement vehicles at MIA, in order for MDAD to be able to install the foregoing items on such vehicles.
- P. Upon termination or expiration of permits, Permittees must return to MDAD all Automated Vehicle Identification (AVI) devices. Failure to return AVI devices will result in a fifty dollar (\$50.00) charge per unit not returned.
- Q. Permittees shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, or national origin, or in any other manner prohibited by Federal, State and local law, or by Rules and Regulations of the U.S. Secretary of Transportation, while exercising any of the rights or privileges granted by the Permit. The County may take such action as the laws of the United States may direct or authorize in order to enforce this nondiscrimination covenant.

**Hold Harmless Clause:**

Permittees shall defend, indemnify, save and hold the County harmless from any and all claims, liabilities, losses and causes of action against the County and its employees, which may arise out of the performance or nonperformance by the Permittee of the rights and privileges granted by the Permit. Further, and without limiting the generality of the foregoing, such indemnity and hold harmless

agreement shall extend to all attorneys fees and costs incurred in administrative, trial, appellate review, or collateral proceedings.

**Grounds for Suspension, Cancellation or Revocation of Permit:**

- A. MDAD reserves the right to suspend or cancel the Permit, if the Permittee, its agents, servants or employees violate any item described in these General Terms and Conditions, Operational Directive 24 or any County Ordinance, Federal or State statute or regulation applicable to its permitted operations at MIA. This will be in addition to any penalty provided by the County, State, or Federal laws or regulations.
- B. Suspension or cancellation of a Permit may be imposed after an Administrative Hearing before the MDAD Assistant Director responsible for Landside Operations Division or other MDAD designee, and upon finding that one or more of the conditions in (C) below has occurred.
- C. Such Administrative Hearing may be convened immediately upon oral or written notice to Permittee, Permittee's General Manager, or Permittee's employee or officer indicated by Permittee to be authorized to receive such notices or any service of process.
  1. *Grounds for suspension of permit:* The following shall be grounds for suspension of the Permit. The suspension shall continue for so long as the condition continues:
    - a. Cancellation or lapse of insurance coverage.
    - b. Expiration, for any reason, of the Permittee's vehicle license plate.
    - c. Failure to pay the fees required hereunder, and such failure continues for ten (10) days after the written demand for such payment is received by Permittee. Suspension for non-payment shall be held in abeyance for as long as the Permittee maintains in good faith an action in court contesting the Permittee's liability to pay the fees.
  2. *Grounds for cancellation or revocation of permit:* The following shall be grounds for cancellation or revocation of the Permit, effective upon the date of cancellation or revocation provided to Permittee following the Hearing Procedures outlined in paragraph 4. a. below.

- a. Cancellation or lapse of insurance coverage without securing comparable replacement insurance, or failure to renew a vehicle's license plate within a reasonable period of time or within the time period reasonably required by MDAD.
  - b. Loss of authority to do business in Florida or in Miami-Dade County, or loss of any other authority to engage in ground transportation services.
  - c. Ceasing to do business at MIA for sixty (60) days or more, except for companies that have advised MDAD in writing that they provide seasonal business.
  - d. Drivers with suspended, revoked or canceled driver license.
  - e. Drivers who have been found to be a "habitual traffic offender" under Section 322.264, Florida Statutes, as amended from time to time.
  - f. Three (3) or more incidents of a Permittee's or Permittee's driver failure to comply with rules, regulations or directives directly bearing on the safety or health of passengers or users of MIA, after such Permittee or Permittee's driver has received written warnings of such failure.
3. *Schedule of penalties:* In addition to the above paragraphs regarding Suspension, Cancellation, and/or Revocation of the Ground Transportation Service Permit, the following schedule of penalties shall apply to any company that removes, tampers with, renders inoperable or in any way negates or interferes with the performance of any electronic measuring device issued by MDAD and required as a provision of certain commercial operations:
- a. 1st Violation: Fine equal to previous 10-day charges.
  - b. 2nd Violation: Fine equal to previous 30-day charges.
  - c. 3rd Violation: Permit suspended for 10 days.
  - d. 4th Violation: Permit suspended for 30 days.
  - e. 5th Violation: Permit revoked.
4. *Procedures for suspension, cancellation, or revocation of permits:*
- a. In order to suspend, cancel, or revoke a permit, MDAD will send to the Permit holder a notice of violation by certified mail, return receipt requested, which shall include a date

and time at which a hearing will be held to consider the matter.

- b. Failure to receive such notification will not invalidate a suspension or cancellation if the notification was mailed to the company at the address shown on the Permit.
- c. When an emergency condition or event has occurred in MDAD reasonable determination, an immediate action is required. In this case, the hearing may be convened immediately upon oral notice to the Permittee.
- d. Any party may be represented by counsel at such hearing, who may present witnesses, exhibits, and evidence in the Permittee's defense.
- e. Review of such suspension or revocation shall be by certiorari to the Miami-Dade County Circuit Court, or in whatever matter may be required or permitted by law.
- f. MDAD reserves the right to establish the specific dates of suspension or to waive any condition or event which will otherwise result in a suspension or cancellation when considering the safe and the efficient operation of MIA, including the availability of alternative means of ground transportation for the public.
- g. Any such waiver shall not preclude MDAD from subsequently suspending, canceling or revoking the permit based on any such condition or event occurring after the waived condition or event.

**Insurance Requirements:**

- A. In addition to such other insurance as may be required by law, Permittees shall maintain at a minimum, the following during the term of the Permit:
  1. Automobile Liability Insurance in the amounts of:
    - \$100,000 per person
    - \$300,000 per occurrence for bodily injury
    - \$ 50,000 per occurrence for property damage
  2. General Liability Insurance on a comprehensive basis, including Contractual Liability, in an amount not less than \$300,000

combined single limit per occurrence for bodily injury and property damage.

- B. The insurance coverage required herein shall include those classifications as listed in the standard liability insurance manual, which most nearly reflects the operations of the Permittee.
- C. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with either of the following qualifications:
  - 1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-Dade Risk Management Division.
  - 2. The company must hold a valid Florida Certificate of Authority as may be shown in the latest "List of all Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.
- D. The Permittee shall furnish the appropriate Certificates of Insurance to the County as part of the Permit application. Such Certificates shall clearly indicate
  - 1. that the Permittee has obtained insurance in the type, amount, and classifications as required;
  - 2. that the County is named as an additional insured for the general liability coverage required hereunder; and
  - 3. that no material change or cancellation of said insurance shall be effective without thirty (30) days prior to written notice to the Department.
- E. The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to binders, amendments, exclusions, riders, and application) to determine the true extent of coverage. The Permittee agrees to allow such inspection at the MDAD Landside Facilities Management office.
- F. In addition, the Department reserves the right to request in writing from the Permittee to provide MDAD such reasonably amended insurance coverage as it deems necessary or desirable.

- G. Compliance with the foregoing insurance requirements shall not relieve the Permittee of the full extent of its liability under any portion of this Permit. Nothing in this section is intended to or shall prevent any qualified Permittee from becoming a self-insurer to the extent and in the manner provided by the laws of Florida, provided that the aggregate amount, type of self-insurance, and excess coverage provided by an insurance company or companies meeting the foregoing qualifications equals or exceeds the respective amounts set forth above as minimum insurance requirements.

**FEES AND CHARGES**

*CLASS A - PRE-ARRANGED SERVICE:*

\$500 Security Deposit per company with less than 10 vehicles  
 \$1,000 per company with more than 10 vehicles

| <u>Sub-class</u> | <u>Fee</u>      |
|------------------|-----------------|
| A1 - Bus         | \$6.00 per trip |
| A2 - Van         | \$2.50 per trip |
| A3 - Limo        | \$2.50 per trip |

*CLASS B - COMMERCIAL SERVICE:*

\$500 Security Deposit per company with less than 10 vehicles  
 \$1,000 per company with more than 10 vehicles

| <u>Sub-class</u>        | <u>Fee</u>      |
|-------------------------|-----------------|
| B1- Hotel/Motel (Small) | \$1.00 per trip |
| B2- Hotel/Motel (Large) | \$2.00 per trip |
| B3 -Commercial (Small)  | \$2.50 per trip |
| B4 – Commercial (Large) | \$3.00 per trip |

*CLASS C – CREW SERVICE:*

\$500 Security Deposit per company with less than 10 vehicles.  
 \$1,000 per company with more than 10 vehicles

| <u>Sub-class</u>          | <u>Fee</u>      |
|---------------------------|-----------------|
| C1 - Crew Service (Small) | \$1.00 per trip |
| C2 - Crew Service (Large) | \$2.00 per trip |

*CLASS D – DELIVERY SERVICE:*

No deposit.

| <u>Sub-class</u> | <u>Fee</u>  |
|------------------|---|
| All sub-classes: | MDAD may assess a fee within the range of \$1.00 - \$12.00 which reflects the appropriate operating costs applicable to the service performed and the size of vehicle used. |



*CLASS E – EXPEDITE SERVICE:*

\$500.00 deposit

Sub-class

All sub-classes

Fee

\$150.00 per year per vehicle, with a maximum of \$3,000 per company per year.

MDAD may review and adjust said fees, charges, and security deposit from time to time.

MDAD may waive the security deposit requirement for a company paying fees on a per trip basis and having a maximum of one trip per month.

All security deposits required shall be held by the County in a non-interest bearing account and shall be used, at the time of termination or cancellation of the Permit, or at any time desired by MDAD, at its own discretion, to offset or pay MDAD any indebtedness or obligation the Permittee may have incurred with MDAD under the provision of this Permit or any agreement with or obligation owed to the County.

If funds are to be withdrawn from the Permittee's security deposit account, MDAD will notify the Permittee in writing. The notification will state a date by which the Permittee must replace the withdrawn money.

Failure to replace such funds within the date indicated in the MDAD's written notice shall be ground for suspension and/or revocation of the permit.