

PERMIT AGREEMENT
FOR GROUND SERVICE AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

LEE COUNTY PORT AUTHORITY ("Authority"), upon its execution hereof, hereby grants to the below-named Permittee, and Permittee accepts, the right to engage in the business of providing certain ground services, as set forth below, at Southwest Florida International Airport ("Airport"), on the terms and conditions herein stated and agreed to by the Authority, by Permittee, and by any airline or airlines which is or are a party to this agreement by virtue of execution of a rider hereto:

1. **PERMITTEE**. The "Permittee" herein is identified as:

Name: GUARDIAN PROFESSIONAL SERVICES INC.

Type of entity: a New York

Permittee's address and telephone number are as follows:

Address: 100 Crossways Park Dr. W. Suite 101
Woodbury, NY 11797

Telephone: 334-827-3426 ext. 200

2. **TERM**. The term of this permit shall commence on June 1, 2024, and will continue month-to-month thereafter until terminated by either party giving the other thirty (30) days advance written notice thereof.

3. **DEFINITIONS**. As used in this permit agreement, the following words or terms have the meanings given herein:

"Ground Service Gross Revenue" means all amounts charged (whether received or receivable, cash, credit, or otherwise, and including, without limitation, any standby charges, wait charges,

late charges, etc., and without making any deductions or set-offs) for all "Ground Service" (as defined below) provided by Permittee at the Airport.

"Ground Service" means any service (except for the five items specifically excluded below in items (a) through (e)) provided at the Airport to an air carrier (including, but not necessarily limited to, both passenger and cargo airlines) involving the air carrier's passengers, baggage, or cargo, including but not necessarily limited to:

- (1) ramp services;
- (2) cargo handling;
- (3) baggage handling;
- (4) passenger handling;
- (5) ticketing;
- (6) aircraft cleaning;
- (7) security services;
- (8) baggage delivery service; and
- (9) rental, fueling, maintenance, and repair of ground service equipment.

Notwithstanding the above, Ground Service excludes the following:

- (a) aircraft maintenance and repair;
- (b) fueling service (other than fueling ground service equipment);
- (c) provision of food or beverages;
- (d) janitorial service provided in airline leased space; or
- (e) "Skycap Service" as defined below.

"Skycap Service" includes:

- (1) performing curbside check-in for passengers;
- (2) providing wheelchair assistance for passengers; and
- (3) handling and transporting passengers' baggage and other articles of personal property through the terminal building.

4. **PRIVILEGES.** During the term of this permit and in accordance with the terms and conditions thereof, Permittee is granted only the right to engage in providing "Ground Service" (as defined above) at the Airport.

This Permit grants Permittee only a license to enter upon certain areas of the Airport, and not a lease of any particular space. If Permittee desires its own work space at the Airport, Permittee must secure a separate written agreement with the Authority providing for same, or an Authority-approved sublease from an Airport tenant.

5. **OPERATIONAL REQUIREMENTS.** Permittee must ensure that all employees are properly trained and equipped to conduct the subject activities on the airside portion of the Airport. Permittee must obtain all necessary federal, state, and local licenses prior to the commencement of business activities.

6. **FEES.** In consideration of the rights and privileges granted to Permittee, during the term of this permit, Permittee will pay to the Authority, monthly, a "Privilege Fee" equal to the sum of:

- (1) eight percent (8%) of Permittee's "Ground Service Gross Revenue" (as defined above); and
- (2) an "Employee Parking Lot Charge" equal to the number of Permittee's employees which have been granted access to the Airport's employee parking lot as of the first day of each calendar month, multiplied by Airport's monthly

employee parking lot fee effective as of such day. Currently, the Airport's employee parking lot fee is \$15.00 per employee per month. Permittee will be notified in writing at least thirty (30) days in advance of any change in the Airport's employee parking lot fee.

The Privilege Fee will be payable monthly at the Authority's address, as follows: Twenty (20) days following the end of each calendar month of the term of this permit, Permittee will submit to the Authority, in a format approved by the Authority, a statement of its Ground Service Gross Revenue and related information as required concerning the preceding month, along with its number of employees and vehicles at the Airport, with access to secured areas, and without access to secured areas, signed by a responsible accounting officer of the Permittee, accompanied by a check in the amount due the Authority.

This Privilege Fee is imposed on Permittee, and not on Permittee's customers. Accordingly, Permittee may charge to, and collect from, its customers, a separate amount, to recoup the amount of the Privilege Fee, but if Permittee does so, any such amount will be deemed included in Permittee's "Ground Service Gross Revenue" and subject to the percentage Privilege Fee.

7. ACCOUNTING RECORDS AND AUDITS.

(A) Records

Permittee shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent

certified public accountant in performing an audit or examination of the Permittee's Ground Service Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum, all contracts, invoices, daily business reports, sales journals, and all other books and records customarily used in Permittee's type of business. Said materials shall be in sufficient detail to substantiate all information Permittee provides the Authority.

Permittee shall make the above records or copies thereof available to the Authority, upon reasonable request, at the Authority's offices, for at least three (3) years after the end of the term of this Permit. The Authority will have the right, at all reasonable times, to have its representatives inspect, examine, copy, and audit the originals of such books and records at Permittee's offices.

(B) Annual Statements to be Submitted by Permittee

Permittee shall annually provide to the Authority, at Permittee's sole cost and expense, a "Statement of Ground Service Gross Revenues" for the preceding twelve-month period (or portion thereof) ending December 31st during the period this permit is in force. Said Statement shall be certified by the chief financial officer ("CFO") of Permittee when payments made by the Permittee for such period were not more than \$25,000. If payments made by the Permittee for such period were more than \$25,000, said Statement shall be prepared by an independent certified public accountant ("CPA") duly licensed in the state where the audit is

performed, in accordance with generally accepted auditing standards and the terms of this permit agreement. Said Statement shall be provided to the Authority within ninety (90) days after each such December 31st, and shall include the following:

- (1) a written statement that in said CFO's or CPA's opinion all Privilege Fees owed by Permittee to the Authority for the year ending on said December 31st were paid in accordance with the terms of this permit agreement.
- (2) a schedule of revenues upon which the monthly payments to Authority are computed;
- (3) a list of the payments made to the Authority for the period; and
- (4) a calculation to determine that the total Privilege Fees for the year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority. Any additional sums found to be due to Authority shall be paid forthwith to Authority and shall bear interest at the rate of eighteen percent (18%) per annum from the date such sums should have been paid until the date actually paid.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Accounting Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default hereof.

(C) Audits by Authority

The Authority shall have the right, at all reasonable times, to have Permittee produce any or all of the above enumerated books and records, including sales tax and other tax return records, to the Authority in Lee County, Florida, and to have the

Authority's representatives inspect, examine, copy, and audit those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Permittee have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Permittee shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

In any event, if, as a result of such audit, it is established that Permittee has understated the Ground Service Gross Revenues as defined above by one percent (1%) or more, the entire expense of said audit shall be borne by Permittee. Any additional Privilege Fee due shall be invoiced to Permittee and promptly paid to Authority with interest at the rate of one and one-half percent (1.5%) per month from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Permit for default in the payment of fees or from enforcing any other provisions hereof.

8. INSURANCE REQUIRED.

(A) Permittee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

- (i) Commercial General Insurance, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form. The Permittee shall carry limits of insurance no less than the following:

Premises/Operations Coverage	\$ 500,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 500,000 Each Occurrence
General Aggregate	\$1,000,000 Annually
Medical Payments	\$ 5,000

The Authority shall be an additional insured on the General Liability policy. The Permittee's insurance will be primary and include a waiver of subrogation, in favor of the Authority.

(ii) If the Permittee uses any motor vehicle on the airside portion of the Airport, Business Auto Liability shall be carried with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of any vehicle (including owned, hired, and nonowned autos). The Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the Authority, is required for this coverage.

(iii) Workers' compensation as required by Florida state law, and Employer's liability with limits of at least the following:

Per Employee	\$ 500,000 (Accident)
Per Employee	\$ 500,000 (Disease)
Policy Limit	\$ 500,000 (Disease)

A waiver of subrogation, in favor of the Authority, is required for this coverage.

(B) An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority's Risk Management Department prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days prior to a

policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

Each certificate shall contain a valid provision or endorsement that the policy shall provide advance written notice to the Port Authority in the event that the policy is to be nonrenewed, canceled, or materially changed or altered. Such notice is to be sent to the Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Permittee shall provide certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Permittee's insurance will be primary and noncontributory.

9. SECURITY DEPOSIT. Permittee has provided the Authority a security deposit in the amount of three thousand dollars (\$3,000.00) in the form of cash, or a letter of credit in a format satisfactory to the Authority. The Authority may, with written notice to Permittee, adjust the required security deposit amount upward or downward based on Permittee's actual gross revenues and payment performance, and, if adjusted upward, such additional cash, or letter of credit in a format satisfactory to

Authority, will be posted by Permittee and retained by Authority as security for the faithful performance of Permittee's obligations hereunder.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Permittee. In the event that all or any portion of the security deposit is so applied, Permittee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Permittee's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, as soon after the end of the term of this Permit as it can be reasonably determined that all obligations for which Permittee may be liable have been paid.

10. PERMITTEE'S PROPERTY. Any and all property belonging to, or brought onto the Airport by, Permittee or its employees, guests, or invitees shall be at the sole risk of Permittee.

11. COMPLIANCE WITH LAWS; RULES AND REGULATIONS.

(A) Airport Rules and Regulations. Permittee will observe and comply with: (i) all rules and regulations of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws of Lee County, including but not limited to Lee

County Ordinance #94-09 ("Airport Rules and Regulations") as may be amended from time to time.

(B) Compliance with All Other Laws. Permittee will observe and comply with any and all federal, state, and local laws, statutes, ordinances, and regulations including but not limited to 40 CFR Part 122, Chapter 403 and Chapter 373, Part IV, Florida Statutes, Rule 62-621.100 et seq. (Fla. Admin. Code), and all other environmental laws.

(C) Compliance with Airport's Storm Water Permit. Permittee will observe and comply with, and agrees not to cause any violation of, the Authority's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs), and the Authority's Multi-Sector Generic Permit issued by the Florida Department of Environmental Protection.

(D) Permittee to Obtain Own FDEP Permit if Necessary for Permittee's Activities. If Permittee is to perform any "industrial activity" (as defined by section "S" of 14 CFR Part 122), Permittee will, first, secure its own Multi-Sector Generic Permit from the Florida DEP.

12. INDEMNIFICATION. Permittee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including reasonable attorneys' fees), to any person or property which arises in connection with the use of the Airport by Permittee or its contractors, subcontractors, partners, joint venturers, concessionaires, licensees, or the

like (whether caused by negligent acts of the Authority or Lee County, or their officers, agents, employees, or otherwise), and for any and all fines or penalties imposed by any governmental agency as a result of the failure of Permittee or its employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement.

13. WAIVER OF DAMAGE. Permittee hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency, or impairment of any of the services in or to the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage, or sewerage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility which may occur from time to time from any cause. Permittee hereby expressly releases Authority and Authority's members, officers, employees, and agents from any and all demands, claims, and causes of action arising from any of the aforesaid causes.

14. PERMIT NOT TRANSFERABLE. This Permit and any of the rights granted hereunder are not transferable by Permittee without the prior express written consent of the Authority in each instance.

15. DEFAULT. In addition to all other remedies provided herein or at law, Authority may terminate this permit by giving

thirty (30) days written notice to Permittee should any of the following events occur:

- (a) Permittee fails to remit any payment due to Authority, within ten (10) days after the payment is due;
- (b) Permittee fails to submit any financial report required to be submitted to Authority, within ten (10) days after the report is due; or
- (c) Permittee or any of its employees, guests, or invitees violates any other term, covenant, or condition of this Permit.

Notwithstanding the above, if Permittee fails to keep evidence of current insurance, as required by Article 8 above, on file with the Authority, the Authority may terminate this agreement or suspend Permittee's privileges hereunder, in writing, with no advance notice required.

16. COSTS AND ATTORNEYS' FEES. In the event that the Authority elects to engage the services of an attorney to collect any sums due hereunder from Permittee or to enforce any provision of this Permit, Permittee agrees to reimburse Authority for all reasonable costs and expenses, including attorneys' fees.

17. NOTICES. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Permittee will be sufficient if sent in the same manner, addressed to Permittee at the address set forth on page 1 above.

The parties may designate in writing different addresses for notice from time to time. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail). Any notice permitted or required to be given to Permittee hereunder shall be in writing and mailed by registered or certified mail to Permittee at the address contained in paragraph 1 of this Permit or such other address as Permittee may direct from time to time.

18. INTEREST ON SUMS DUE AUTHORITY. Any sums payable by Permittee to Authority under any provision of this Permit which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

19. AUTHORITY'S RESERVED RIGHTS.

(A) Authority reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may reasonably see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations, and additions.

(B) This Permit is subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of

federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil airports receiving federal funds and provided that Authority agrees to give Permittee written notice of any provision which will modify the terms of this Permit.

20. DOT NONDISCRIMINATION CLAUSE. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

21. FAA REQUIREMENTS.

(A) Permittee shall comply with all applicable regulations of the Federal Aviation Administration and Transportation Security Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(B) Permittee expressly agrees, on behalf of itself and its successors and assigns, to prevent any activity which would interfere with or adversely affect the operation or maintenance of the airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(C) In the event that the Federal Aviation Administration or its successor shall require any amendments, modifications, or

changes in this Permit as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds.

(D) Lessee will furnish its services on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other types of price reductions to volume purchasers. Lessee will operate its business so as to not cause any violation of the grant assurances the Authority has made to the Federal government in consideration for Federal grant assistance.

22. GENERAL PROVISIONS.

(A) The paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

(B) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Permit are non-exclusive.

(C) Time is of the essence of this Permit.

(D) This Permit shall be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute

between the parties, all actions or proceedings will be brought and litigated exclusively in the federal or state courts located in Lee County, Florida. If any covenant, condition, or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained.


(E) No recourse under or upon any obligation, covenant, or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Permittee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member, officer, employee, or agent, as such, of Authority, either directly or through the Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority.

(F) Permittee represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee, or agent of Authority has any material interest, either directly or indirectly, in the business of Permittee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

(G) This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Permit may be altered or amended only by written instrument executed by both parties hereto.

(H) The Permit Agreement For Ground Service at Southwest Florida International Airport, dated November 3, 2022, between the Authority and Permittee shall be terminated effected May 31, 2024, at 11:59 p.m.

GUARDIAN PROFESSIONAL SERVICES INC.
(Permittee)

By: 
Name: DIMITRIOS ADAMIDIS
Title: CEO
Date: 7/9/2024

LEE COUNTY PORT AUTHORITY

ATTEST:
KEVIN KARNES, CLERK

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney