



HILLSBOROUGH COUNTY
AVIATION AUTHORITY

AGREEMENT FOR OPERATION OF TAXICAB SERVICES
AT TAMPA INTERNATIONAL AIRPORT MAIN TERMINAL

Gulfcoast Transportation, Inc.

Term Date: March 1, 2018 thru February 28, 2021

TABLE OF CONTENTS

ARTICLE 1: RECITALS	5
ARTICLE 2: AGREEMENT	5
ARTICLE 3: TERM	7
ARTICLE 4: COMPANY RIGHTS, DUTIES, AND RESTRICTIONS	8
ARTICLE 5: STANDARDS OF SERVICE	10
ARTICLE 6: EMERGENCY TAXICAB SERVICES	15
ARTICLE 7: FEES AND PAYMENTS	16
ARTICLE 8: ACCOUNTING, RECORDS, AND AUDIT	20
ARTICLE 9: ACDBE PARTICIPATION AND COMPLIANCE	22
ARTICLE 10: DEFAULT AND TERMINATION	24
ARTICLE 11: INDEMNIFICATION	26
ARTICLE 12: INSURANCE	28
ARTICLE 13: SECURITY FOR PAYMENT	30
ARTICLE 14: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES	30
ARTICLE 15: NON-EXCLUSIVE RIGHTS	31
ARTICLE 16: AMERICANS WITH DISABILITIES ACT	31
ARTICLE 17: NON-DISCRIMINATION	31
ARTICLE 18: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING	34
ARTICLE 19: WAIVER OF CLAIMS	34
ARTICLE 20: VENUE	34
ARTICLE 21: COMPLIANCE WITH PUBLIC RECORDS LAW	34
ARTICLE 22: DATA SECURITY	35
ARTICLE 23: AGENT FOR SERVICE OF PROCESS	35
ARTICLE 24: INVALIDITY OF CLAUSES	36
ARTICLE 25: NOTICES AND COMMUNICATIONS	36
ARTICLE 26: HEADINGS	37
ARTICLE 27: RELATIONSHIP OF THE PARTIES	37
ARTICLE 28: MISCELLANEOUS	37
ARTICLE 29: AUTHORITY APPROVALS	37
ARTICLE 30: AGREEMENT MADE IN FLORIDA	37
ARTICLE 31: SUBORDINATION OF AGREEMENT	37
ARTICLE 32: SUBORDINATION TO TRUST AGREEMENT	38
ARTICLE 33: SEVERABILITY	38
ARTICLE 34: RIGHT TO AMEND	38
ARTICLE 35: TIME IS OF THE ESSENCE	38

EXHIBIT A: MONTHLY TAXICAB OPERATIONS REPORT

EXHIBIT B: TAXICAB OPERATING AREAS

EXHIBIT C: SKY CONNECT OPERATING AREAS

**EXHIBIT D: AUTHORITY STANDARD PROCEDURE S250.06, CONTRACTUAL INSURANCE TERMS
AND CONDITIONS**

EXHIBIT E: COMPANY'S PERMITS/LICENSES

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AGREEMENT FOR OPERATION OF TAXICAB SERVICES
AT TAMPA INTERNATIONAL AIRPORT MAIN TERMINAL

This Agreement for Operation of Taxicab Services at Tampa International Airport Main Terminal (hereinafter referred to as Agreement) is made and entered into this ___ day of _____, 2018 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Gulfcoast Transportation, Inc., a company authorized to do business in the State of Florida, (hereinafter referred to as Company) (individually and collectively hereinafter referred to as Party or Parties).

WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport in the County of Hillsborough, State of Florida, known as Tampa International Airport (Airport); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport customers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport customers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing Taxicab service to Airport customers derive a special economic benefit from Authority's ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through rentals, fees and charges, or a combination thereof, imposed for the privilege of doing business with Customers who use the Airport; and

WHEREAS, Company agrees to operate a first-class metered Taxicab service with an adequate number of Taxicabs in good mechanical condition and with properly licensed Company Drivers to pick up Customers from the Main Terminal; and

WHEREAS, Authority has agreed to permit Company to conduct such business at the Airport, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives and the

terms and conditions herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to conduct its business at the Airport and Company agrees to abide by all of the following terms and conditions.

ARTICLE 1: RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2: AGREEMENT

2.01 Definitions

Unless otherwise defined herein, all definitions set out in the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority will be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

- A. **CEO:** Authority Chief Executive Officer.
- B. **Commercial Ground Transportation Facility:** A building provided by Authority located in the Staging Area, which contains restrooms and break areas.
- C. **Company Drivers:** An operator of a Taxicab, licensed by the appropriate regulatory agencies or commissions, and a direct employee of Company.
- D. **Company Employees:** Dispatchers/Starters, Company Drivers, and any other employee, worker and/or agent directly employed by Company to provide any service hereunder, including ICT drivers. All Company Employees are required to comply with the requirements outlined in this Agreement.
- E. **Customer:** Any person utilizing a Taxicab to leave the Main Terminal.
- F. **Dispatchers/Starters:** Individuals employed by Company to monitor and dispatch Taxicabs for pickup of Customers.
- G. **Economy Parking Garage:** Public parking garage located at the South Terminal Support Area of the Airport as depicted in Exhibit C, Sky Connect Operating Areas.
- H. **Emergency Taxicab Services:** Temporary Taxicab services to transport Airport passengers and the general public between the Rental Car Center, Economy Parking Garage and/or Main Terminal.
- I. **Ground Transportation Centers:** The areas of the Main Terminal that have been designated for ground transportation Customer pick up as depicted on Exhibit B, Taxicab

Operating Areas, which is attached hereto and incorporated herein.

- J. **Holding Areas:** The designated area in the Quad Decks of the Main Terminal as depicted on Exhibit B, Taxicab Operating Areas.
- K. **Independent Contracted Taxicab (ICT) Drivers:** An operator of a Taxicab licensed by the appropriate regulatory agencies or commissions, who works with Company as an independent contractor and is not a direct employee of Company.
- L. **Loading Areas:** The designated passenger loading area in the Ground Transportation Centers, Red 1 and Blue 2, as depicted on Exhibit B, Taxicab Operating Areas.
- M. **Main Terminal:** The central passenger terminal building at the Airport housing passenger circulation to and from flights, parking, ground transportation, passenger ticketing, baggage claim, and other related activities as depicted on Exhibit B, Taxicab Operating Areas.
- N. **Per-Trip Fee:** The fee established by Authority Board of Directors (Board) for each Customer pick-up at the Main Terminal, as may be adjusted from time to time by Authority.
- O. **Quad Decks:** The areas used for Taxicab staging that are connected to the Main Terminal as depicted on Exhibit B, Taxicab Operating Areas. Taxicabs are directed from these areas to the Ground Transportation Center by the Dispatcher/Starter to pick up a Customer.
- P. **Rental Car Center:** The facility located at the South Terminal Support Area at the Airport that houses on-Airport rental car companies as depicted on Exhibit C, Sky Connect Operating Areas.
- Q. **Sky Connect:** A 1.4 mile automated train system that transports Airport passengers and visitor between the Rental Car Center, Economy Parking Garage and Main Terminal Building at the Airport as depicted on Exhibit C, Sky Connect Operating Areas.
- R. **South Terminal Support Area:** The area located south of the Main Terminal that serves as the gateway to the Airport and consists of the Rental Car Center, Economy Parking Garage and local roadways.
- S. **Staging Area:** The remote area south of the Main Terminal on Airport property designated by Authority for initial Taxicab staging as depicted on Exhibit B, Taxicab Operating Areas. Taxicabs are directed from this area to the Quad Decks by the Dispatchers/Starters.
- T. **Taxicab:** A commercial motor vehicle properly licensed to transport Customers for a fare

determined by a meter, less than twenty five (25) feet in length, designed to carry not more than nine persons, including the Driver.

- U. **Taxicab Operating Areas:** The Loading Areas, Unloading Areas, Holding Areas and Staging Area at the Airport as further depicted on Exhibit B, Taxicab Operating Areas.
- V. **Unloading Areas:** The designated area along the curbside on the Main Terminal Drive Red Level 2 and the Main Terminal Drive Blue Level 2 as further depicted on Exhibit B, Taxicab Operating Areas.

2.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Agreement.

- A. Exhibit A, Monthly Taxicab Operations Report
- B. Exhibit B, Taxicab Operating Areas
- C. Exhibit C, Sky Connect Operating Areas
- D. Exhibit D, Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions
- E. Exhibit E, Company's Permits/Licenses

ARTICLE 3: TERM

3.01 Effective Date

This Agreement will become binding and effective upon execution by Company and approval and execution by Authority Board.

3.02 Term

The Term of this Agreement will commence on March 1, 2018 (Commencement Date) and will continue through February 28, 2021, unless terminated earlier as provided herein.

3.03 Commencement of Fees and Other Charges

The fees and other charges due hereunder will commence on the Commencement Date and will continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein.

3.04 Renewal Option

This Agreement may be renewed on the same terms and conditions hereunder for one,

two-year period at the discretion of the CEO. Such renewal will be effective by written letter to Company by CEO without the need for a formal amendment of this Agreement. If the renewal option is exercised, this Agreement will have a final termination date of February 28, 2023.

ARTICLE 4: COMPANY RIGHTS, DUTIES, AND RESTRICTIONS

4.01 Granting of Right and Privilege

It is hereby agreed and understood that this Agreement provides for the non-exclusive right and privilege to operate a metered Taxicab service for the transportation of Customers and their baggage from the Airport to any destination to which Company is legally authorized to so operate, as shown on Company's permit or license issued by the appropriate regulatory agencies or commissions and provided in Exhibit E, Company's Permits/Licenses.

4.02 Non Exclusive Operating Areas

Company hereby acknowledges that it is the desire of Authority to provide a high level of service to Customers traveling to and from the Airport. To this end, Authority grants to Company the right to pick up and deliver Customers to and from the specific Taxicab Operating Areas, which are described below and further depicted on Exhibit B, Taxicab Operating Areas. The Taxicab Operating Areas may be relocated at the sole discretion of Authority.

Taxicab Operating Areas:

A. Unloading Areas

Company will be entitled to unload Customers only in designated Unloading Areas.

B. Loading Areas

Company will be entitled to load Customers only in the Loading Areas as assigned to Company.

C. Holding Areas

Company will be entitled to utilize the designated areas within the Holding Areas unless otherwise directed by Authority. Holding Areas cannot be utilized for any purpose other than providing space for holding of Taxicabs.

D. Staging Area

Company acknowledges and agrees it will be entitled to utilize the Staging Area and Commercial Ground Transportation Facility in common with other commercial ground transportation operators and will abide by Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives in its use. Should Company misuse the Staging Area and/or Commercial Ground Transportation Facility or violate Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives for its use, Authority may, in its sole discretion, restrict access to the Staging

Area and/or Commercial Ground Transportation Facility. The Staging Area cannot be utilized for unloading, loading, or holding.

4.03 Loitering Prohibited

Company Drivers and ICT Drivers shall promptly depart the Airport after dropping off Customers or proceed to the appropriate Staging Area. No Company Drivers or ICT Drivers shall loiter or solicit Customers and, under no circumstances, shall they circulate or drive around the Airport soliciting or searching for Customers.

4.04 Provision of Service

Company agrees that the consistent provision of adequate Taxicab service to and from the Airport is of primary importance. Any area provided by Authority for picking up and dropping off Customers shall be used solely for such purposes. Company Employees are not permitted to solicit business at the Airport. Only Dispatchers/Starters may interact with Customers for the purpose of inquiring if a Taxicab is desired and then only at the Loading Areas on the arrival level within the Ground Transportation Centers. Company also understands and agrees that at no time will any Taxicab Operating Areas be used for vehicle storage.

4.05 Company Instruction

Company Employees shall assist and direct Customers and prospective Customers upon request. Additionally, Company Employees shall abide by all of Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, as presently constituted or as later established or amended, which are incorporated by reference herein.

4.06 Ingress and Egress

Subject to the foregoing, Company shall have the right of ingress to and egress over Airport roadways and common use roadways.

4.07 Conflict in Service

Notwithstanding the provisions of this Article, it is specifically understood and agreed that, in the event of a conflict between Company and any other company or licensee at the Airport, with regard to the provision of services to be offered by each, Authority shall determine the appropriate service provider. Company agrees to be bound by such determination.

4.08 Use of Airport

Company shall use Airport only for the purposes specified in this Agreement. Gambling is prohibited on the Airport.

4.09 Signage

No signs shall be installed by Company on or about Airport unless approved by Authority. All signs determined by Authority to be needed for the operations hereunder shall be provided by Authority at its sole discretion. Authority may require Company to use

identifying signs, or other indicators, when operating at Airport. The size, design, and graphic character of such signs shall be determined by Authority, in its sole discretion.

4.10 Vehicle Maintenance

No vehicle repairs or maintenance shall be performed on the Airport except emergency repairs to allow the vehicle to be removed. Limited cleaning or prep work is allowable in the Staging Area only but is not permitted in any other area.

4.11 Changes to Airport

Company acknowledges and agrees that: (a) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and designated areas; and (b) Authority has made no representations, warranties and/or covenants to Company regarding the design, construction, customer or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Company acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (b) Authority may from time to time adopt Rules and Regulations relating to security or other operational matters that may affect Company's business.

4.12 Automatic Vehicle Identification (AVI) System Transponders

Authority intends to distribute transponders for its new AVI system as further described in Section 7.01(B) below. Transponders will be mounted on the inside lower left corner of the front windshield of each Taxicab which services the Airport. Company shall not tamper with or remove said transponders unless approved by and coordinated with Authority. Furthermore, Company shall not employ any method to circumnavigate the established AVI system or Authority AVI procedures. Violations of this Section may result in an Event of Default as provided for in Article 10, Default and Termination, below.

ARTICLE 5: STANDARDS OF SERVICE

5.01 Taxicab Equipment

- A. Within thirty (30) calendar days after execution of this Agreement, Company agrees to make available, at all times herein, a minimum of sixty (60) operable Taxicabs to provide the Airport Taxicab service which is the subject of this Agreement. Company will add such additional Taxicabs as shall be required to provide to the public an adequate level of Taxicab service from the Airport, such adequacy to be determined solely by Authority.
- B. All of Company's Taxicabs used at the Airport must be no more than ten (10) model years old with an average fleet age of no more than seven (7) years old when put into service, air-conditioned, clean, neat in appearance and safe for operation and shall comply in all respects with the applicable laws, as well as all rules, regulations and orders of the appropriate regulatory agencies or commissions. All of Company's

Taxicabs used at the Airport shall have complied with the certification and permit requirements of all appropriate regulatory agencies or commissions. It is understood that Authority shall, at all reasonable times, have the right to inspect Company's vehicles and Employees for such compliance, report violations to the proper officials, and refuse to allow a violating vehicle to operate at the Airport pursuant to this Agreement.

C. Taxicabs used at the Airport must be clean and well maintained and meet all of the following specifications:

1. Comfortable climate control, air conditioning/heater.
2. Interior: no rips, holes, clutter or unpleasant odors.
3. Seats: sit properly, good springs, no sags.
4. Exterior: good paint, no dents, broken trim or lights or unacceptable lettering or advertising.
5. Trunk: clean with ample room for luggage.
6. No excessive fluid leaks.
7. Identified with trade dress of Company, as approved by Authority.

D. Taxicabs may be inspected by Company for safety at the request of Authority, in addition to required inspection of appropriate regulatory agencies or commissions, for all of the following:

1. Brakes
2. Tires
3. Steering
4. Suspension
5. Lights
6. Exhaust
7. Air conditioning/heater

E. Company will further enhance Customer service as follows:

1. Taxicabs will have the vehicle number, Driver name, and Driver photograph prominently displayed within the interior of the Taxicab for Customers to see. Additionally, Taxicabs will have the vehicle number prominently displayed on the exterior of the Taxicab for Customers to see.
2. Taxicabs will have decals and/or stickers with contact information such as Company's phone number, website, social media sites, and text address, by which Customer may file compliments, complaints, and concerns about Drivers and service. Decals and/or stickers will appear inside the Taxicab.
3. Taxicabs will have functioning systems for acceptance of credit and debit cards and will have decals inside the Taxicabs stating "credit and debit cards accepted".

5.02 Type of Operation

- A. Company shall provide all services under this Agreement on a fair and reasonable basis to all users of the Airport.
- B. Taxicabs shall be available to meet every arriving flight.
- C. Company shall provide for the prompt dispatch of Customers in a reasonable and timely manner regardless of the desired destination of such Customers. All Customers will be loaded on a first come, first served basis. No Customer shall be bypassed in favor of another.
- D. Company shall not consolidate Customers in Taxicabs unless at the Customers' express request. In no event shall the dispatch of Taxicabs require more than three minutes after the first Customer has been loaded.
- E. Company will provide Taxicab services from either the east side of the Main Terminal in Ground Transportation Centers Blue 1 and Red 2 or the west side of the Main Terminal in Ground Transportation Centers Red 1 and Blue 2, as shown on Exhibit B, Taxicab Operating Areas. Company will provide Taxicab service from one of these Ground Transportation Centers alternating on a weekly rotating basis as assigned by Authority. The rotation will take place at 3:00 a.m. each Monday morning or at the completion of all flight arrival activities, whichever is later.
- F. The location and number of Loading Areas and Staging Area may be changed from time to time by Authority as long as such change does not unreasonably interfere with Company's obligations hereunder.
- G. Dispatcher/Starter coverage shall be scheduled through the last scheduled flight arrival and extended as needed up to one hour to include late flights.
- H. Company shall ensure its ability to provide wheelchair accessible transportation in accordance with the Americans with Disabilities Act (ADA). The provision of such service shall be equivalent to Company's service provided to other Customers with respect to response time, fare structure and service hours.
- I. If deemed necessary by Authority, Authority shall inform Company, in writing, of any reasonable change, modification or improvement in Taxicab service. If such change, modification or improvement in service is not made by Company in accordance with the terms and conditions of such request within thirty (30) calendar days after said notice by Authority, Authority may declare a breach of contract and the security deposit shall be forfeited to Authority; provided, however, if the nature of the change, modification or improvement is such that it cannot be completed within

thirty (30) calendar days, Company shall notify Authority in writing to request any extension of said thirty (30) calendar day period with explanation of why it cannot comply with Authority request for such change, modification or improvement.

- J. Company shall meet all reasonable demands for Taxicab service by Customers at the Main Terminal. Company Drivers and ICT Drivers shall not refuse Customers due to the length of the trip or location of the destination.
- K. Company Drivers and ICT Drivers shall not interfere with pedestrian or vehicular traffic on the curbsides or confront drivers of private vehicles.
- L. Company Drivers and ICT Drivers will bypass unoccupied Taxicabs in the Staging Area if those Taxicabs do not respond immediately to a call up.

5.03 Rates

Company agrees that the following rates and procedures shall apply with respect to Taxicab trips originating at the Main Terminal or with respect to trips terminating at the Main Terminal.

- A. Company shall post the authorized rates in a conspicuous place inside the Taxicab. Said rates shall be the authorized meter or flat rates and extra service charges as determined by the appropriate regulatory agencies or commissions, as may be revised from time to time. It is further understood and agreed that Company shall not be entitled to add any other surcharge to the rates, fares or charges, other than Per-Trip Fees, of Customers picked up from the Airport, and Company shall charge only the rates and fees authorized by the appropriate regulatory agencies or commissions.
- B. Company shall be permitted to enter into arrangements with any airline that serves the Airport to transport passengers to various destinations due to flight cancellations occasioned by mechanical conditions or weather; provided, however, that such arrangements for such transportation and payments with respect thereto shall be with the said airline and not the passengers.
- C. Company may contract with any airline serving the Airport for non-exclusive baggage delivery service from the Airport.

5.04 Company Employees

- A. To serve the Airport, Company Employees must meet the following Authority standards, which are subject to change from time to time at the sole discretion of Authority.

Company Drivers, Dispatchers/Starters, and ICT Drivers must:

1. Be able to verbally communicate effectively in English.
2. Complete customer service training as follows:
 - a. Attend initial customer service training provided by Authority; and
 - b. Attend annual recurrent customer service training provided by Company. Attendance will be verified by Authority.
3. Interact with Customers as follows:
 - a. Greet and welcome each Customer;
 - b. Assist with loading and unloading luggage;
 - c. Open vehicle door(s) for each Customer; and
 - d. Thank each Customer for their business.
4. Maintain good personal hygiene, grooming and cleanliness acceptable to Authority including, but not limited to:
 - a. No offensive body odor;
 - b. Clean face, hands, and arms; and
 - c. Clean hair, combed and maintained.
5. Be properly attired as follows:
 - a. Wear standardized uniform shirt/blouse with collar and Company logo or comply with Taxicab requirements of governing Hillsborough County regulatory agency(ies) and be cleaned daily, no stains, tears, or holes;
 - b. Slacks must be neat, clean, no stains, tears, or holes;
 - c. Wear closed-toe shoes – sandals, flipflops, or opened-toe shoes are not permitted; and
 - d. Clothing must be worn properly; slacks belted at the waist, shirts buttoned, and shirt tails tucked into pants at the waistline.
6. Use proper language. No profanity, obscenities, or slurs.
7. No loud or boisterous activity.

Dispatchers/Starters only must:

1. Wear shirts and long pants that are neat and clean without stains, tears, or holes.
2. Coats may be worn when appropriate provided the coats meet similar criteria.

Company Drivers and ICT Drivers only must:

1. Be properly licensed and approved by the appropriate regulatory agencies or commissions; and
2. Have one year experience driving a Taxicab in Hillsborough County.

B. Company will be solely responsible for the conduct and performance of all Company Employees assigned to the Airport to ensure the highest standard of service to the public. The performance of such obligation will be determined at the sole discretion of Authority. Company will immediately, upon written notification by Authority, remove from Airport service any Company Employee who participates in acts of misconduct or fails to meet the standards set forth herein. Violations of any

operational requirements, including but not limited to, all such requirements listed or implied in this Agreement or subsequent Authority or Company directives, by Company Drivers and/or ICT Drivers could result in suspension of privilege to operate at the Airport for the individual(s). Serious violations, such as loading in unauthorized areas, or recurring violations may result in permanent loss of an individual's privilege to operate at the Airport.

- C. Company Drivers and ICT Drivers will remain with their Taxicabs while stopped in any Loading Area or Holding Area and shall also be prohibited from loitering or gathering in the Main Terminal for any purpose whatsoever when in uniform or while on duty. Notwithstanding the foregoing, Company Drivers and ICT Drivers may leave their Taxicabs to assist Customers with baggage to the departure level entrance doors if a skycap is not available, but only to the extent permitted by Authority. Company Drivers and ICT Drivers may also leave their vehicles to assist Customers at the Loading Area in entering the Taxicab and loading their baggage into the Taxicab.

5.06 Management and Supervision

Company's management personnel will be available 24 hours a day to address operational situations.

5.07 Complaints

In the event of a complaint presented to Authority concerning the service provided hereunder by Company or any employee or representative of Company, whether written or oral, Authority shall immediately refer said complaint to Company for response. Company shall investigate the complaint and provide a concise, written response to Authority or to the complainant with copy to Authority, as directed by Authority, within 48 hours of Company's receipt of complaint from Authority.

ARTICLE 6: EMERGENCY TAXICAB SERVICES

Company may be requested by Authority to provide, operate and manage Emergency Taxicab Services to Airport passengers and the general public traveling between the Airport Rental Car Center, Economy Parking Garage and the Main Terminal. Authority does not guarantee the Emergency Taxicab Services will be requested. Emergency Taxicab Services will only be requested if the Sky Connect experiences operational difficulties or ceases operation.

Emergency Taxicab Services will include, but not be limited to, the following:

A. Response Time

Company must have the Emergency Taxicab Services at the Airport and operational within twenty (20) minutes of receiving the request for the Emergency Taxicab Services from an Authority designated representative.

B. Taxicabs

1. A minimum of ten (10) Taxicabs available to meet Emergency Taxicab Services.
2. Taxicabs must meet the equipment requirements stated in Section 5.01 above.

C. Coverage Areas and Frequencies

The Taxicabs will cover a looped route between the Rental Car Center, the Main Terminal and the Economy Parking Garage. Frequency and Loading Areas and Unloading Areas will be determined by an Authority designated representative.

D. Company Drivers

1. Company Drivers sufficient to operate the required number of Taxicabs.
2. Company Drivers must meet the requirements for Company Drivers as stated in 5.04, Company Employees, above.

E. Termination of Emergency Taxicab Services

An Authority designated representative will notify Company via email when Emergency Taxicab Services are no longer required.

F. Reporting

Within seven (7) calendar days following the termination of Emergency Taxicab Services, Company will submit a report to Authority detailing the number of Taxicabs used, the Taxicab numbers, and the number of trips, passengers and hours.

ARTICLE 7: FEES AND PAYMENTS

7.01 Privilege Fee

In consideration of the privileges granted hereunder, Company will pay to Authority, beginning on the Commencement Date and continuing through the Term of this Agreement, including any renewal option, except as provided below, in lawful money of the United States of America, for each Agreement year, or portion thereof, a Privilege Fee equal to the greater of the MAPF **OR** the Per-Trip Fee.

A. MAPF

Company's MAPF for the Term is one hundred thousand dollars (**\$100,000**). The MAPF begins on the Commencement Date and continues through the end of the Term of this Agreement, including any renewal option. Company's MAPF will be pro-rated to include any period of time from the Commencement Date to the end of Term, including any renewal option, that exceeds twelve (12) months.

B. Annual Adjustment

Beginning with the second year of the Agreement and for each year of the Agreement thereafter, the MAPF will be equal to eighty-five percent (85%) of the Privilege Fee payable by Company to Authority for the previous year.

C. Per-Trip Fee

Company acknowledges Authority intends to install a new AVI system which will provide Authority the ability to charge vehicle Per-Trip Fees. Company agrees it will not oppose Authority efforts in establishing AVI procedures. During the Term of this Agreement and continuing thereafter, Company will pay to Authority a Per-Trip Fee in accordance with the table below each time Company picks up a Customer at the Main Terminal, without offset or demand. Per-Trip Fees may be adjusted from time to time by Authority Board.

Agreement Year	Per-Trip Fee
1	\$3.00
2	\$4.00
3	\$5.00
Renewal Option Year	
1	\$5.00
2	\$5.00

Company acknowledges that the Per-Trip Fee is a fee payable by Company to Authority under this Agreement and is not a fee imposed by Authority upon Airport customers. Authority does not require, but will not prohibit, a separate statement of and charge for the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions: (a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Effective Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "TPA, Tampa International Airport or Airport fee", or such other name as is first approved by Authority in writing; (c) it must be shown separately on Customer receipts and apart from other charges (i.e. "below the tax line"); (d) it will not be higher than the Per-Trip Fee established in this Agreement; (e) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that Authority is requiring the pass-through or collection thereof.

7.02 Payment of Privilege Fee

- A. On or before the fifteenth (15th) day of each month after the Commencement Date, Company will pay to Authority, without set off, deduction, prior notice, or demand, the greater of one-twelfth (1/12th) of the MAPF OR the monthly Per-Trip Fee in the prior month as reported on Exhibit A, Monthly Taxicab Operations Report. For any payment period of less than one month, the MAPF payment will be paid on a pro rata

basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

- B. Within thirty (30) days of receipt of Company's Monthly Taxi Operations Report for the final month of each year of the Agreement, Authority will prepare an analysis of the MAPF versus the Per-Trip Fee paid during the subject year. In the event Company's cumulative payments during the year exceed the Per-Trip Fee due to Authority, Authority will issue a credit memo indicating that said overpayment shall be credited to the fees next thereafter due from Company.

7.03 Emergency Taxicab Services Hourly Rate

Taxicabs used to provide Emergency Taxicab Services will be paid at a rate of \$40.00 per hour. A two (2) hour minimum will be incorporated for each Taxicab called to provide Emergency Taxicab Services. Per-Trip Fees will be waived for each Taxicab used under Article 6, Emergency Taxicab Services.

7.04 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of such fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

7.05 Failure to Make Timely Payments

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of fees or charges due hereunder or rightly due and owing by an audit of Company's books and records as provided in Section 8.03, and in the event Company is delinquent in paying to Authority any such rents, fees, or charges for a period of seven (7) calendar days after such payment is due, Authority reserves the right to charge Company a late fee of \$250.00 per calendar day until such payments are received.

In the event of a dispute as to the amount to be paid, Authority will accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest will apply only to the deficiency. The acceptance of any such tendered payment will not constitute a waiver, modification or accord and satisfaction with respect to the total amount due and owing under this Agreement.

The right of Authority to require payment of interest and the obligation of Company to pay same will be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies as authorized and provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments will in no way waive the right of Authority to take such action at a subsequent time. Authority expects all rent, fees and charges to be paid on time and Company agrees

to pay on time.

Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a default of Company, Authority may, in Authority's reasonably exercised discretion, terminate this Agreement upon written notice to Company if there are three (3) instances during the Term in which (i) Company's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Company fails to maintain adequate records and accounts reflecting its operation at the Airport and calculation of Per-Trip Fee under this Agreement; or (iii) Company fails or refuses to submit the formal supporting paperwork as required herein.

7.06 Place of Payments

Company will submit all fees and other charges required by this Agreement as designated in the Notices and Communications Article below.

7.07 Monthly Report

- A. Within ten (10) calendar days after the close of each calendar month of the Term of this Agreement, Company will submit to Authority, in a form as shown on Exhibit A, Monthly Taxicab Operations Report, or other such form with detail satisfactory to Authority, its Monthly Taxicab Operations Report for the previous calendar month. The Monthly Taxicab Operations Report will contain the total number of Taxicab trips dispatched from the Airport and the total number of Customers picked up at the Main Terminal for the reporting period. The Monthly Taxicab Operations Report must be signed and/or certified by an authorized official of Company. All such information contained in the Monthly Taxicab Operations Report shall be accurate at all times. Payment is due without set off, deduction, prior notice, or demand, simultaneously with the submission of the Monthly Taxicab Operations Report to Authority.
- B. At Authority discretion, Exhibit A, Monthly Taxicab Operations Report, may be required in electronic format or utilizing a portal system or technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or other electronic transmission, Authority will not be obligated to furnish Company with the equipment or systems necessary to do so.
- C. The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the information in the Monthly Taxicab Operations Report required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company will pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50) for each calendar day Company is late in submitting a Monthly Taxicab Operations Report in the formats required by this Article. Said charge will continue until specific

performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

- D. All payments hereunder, including the MAPF and/or Per-Trip Fees, will be paid in lawful money of the United States of America, and except as ordered by a court of competent jurisdiction, shall be free from all claims, demands, setoffs, or counterclaims of any kind.

7.08 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

ARTICLE 8: ACCOUNTING, RECORDS, AND AUDIT

8.01 Books and Records

The acceptance of the Monthly Taxicab Operations Report and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain records and internal controls for five (5) years after expiration or termination of this Agreement. Accounting records of Company will be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

8.02 Annual Certified Statement

Within ninety (90) calendar days after the end of each year during the Term of this Agreement, Company will provide, at its sole cost and expense, an Annual Certified Statement (Statement) of Taxicab trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees paid to Authority. At no time will there be any downward adjustment of the Privilege Fees paid as a result of the Statement. The Statement will be signed by an officer of Company acknowledging the authenticity of the reports generated by Company's dispatching and tracking systems. The Statement will include a schedule of Taxicab trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees for each month of operations in the Agreement year. Each subsequent Statement will cover the successive twelve (12) month period. The last such Statement required under this Agreement will include the last day of operations. A \$100.00 per calendar day penalty may be assessed by Authority for every day the Statement is late.

8.03 Authority Right to Perform Audits, Inspections, or Attestations Engagements

Notwithstanding Company's requirement to submit the Statement as set forth above, Authority, or its representative, will have the right, up to two (2) times during the Term,

including any renewal option, with seven (7) calendar days advance written notice, through the expiration of the fifth (5th) year after the expiration or termination of this Agreement, through its representatives, and at all reasonable times, to review all books, records, and contracts of Company and, where applicable, all individuals or other business entities who are party to this Agreement, including franchisee/licensee records and audits of all business transacted at the Airport, which includes all pick-ups from the Main Terminal by Company, to substantiate the accuracy of reported Per-Trip Fees and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, books of account, statements, documents, records, waybills, returns, papers, and files. Such right of examination will include cooperation by Company Employees as reasonably considered necessary by Authority or its representatives to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Per-Trip Fees. All such books, records, and contracts will be kept for a minimum period of five (5) years after the close of each Fiscal Year ending September 30.

Engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Company will reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, in accordance with Authority Policy and Standard Procedure relating to Travel Expenses. Company will allow Authority representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Company will provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company will not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing of any records or transactions stored in magnetic, optical microform or other media. Company will provide all records and retrievals requested within seven (7) calendar days of the request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is established that Company owes Per-Trip Fees or charges to Authority, Company will pay such additional Per-Trip Fees and/or charges to Authority and Authority may assess interest up to eighteen percent (18%) on the amount due from the date the amount was initially due. If it is established that Company underreported Per-Trip Fees or charges by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated within the transmittal letter accompanying

the engagement results, but no less than fifteen (15) calendar days following issuance of said letter. If it is established that Company underreported Per-Trip Fees or underpaid charges by seven percent (7%) or more for the period under consideration, Authority will be entitled to terminate this Agreement for cause upon thirty (30) calendar days' written notice, regardless of whether the deficiency is paid.

ARTICLE 9: ACDBE PARTICIPATION AND COMPLIANCE

9.01 ACDBE Agreement Goal

Pursuant to 49 CFR Part 23 and Authority Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, Company agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than 10% of the total number of Taxicab trips dispatched from the Airport, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Company will contract with those ACDBEs as identified by Company and approved by Authority, or such other ACDBEs certified with the Florida Unified Certification Program as may be approved by Authority. Company is required to make good faith efforts to explore all available options to meet the ACDBE Agreement Goal to the maximum extent practicable through direct ownership arrangements with ACDBEs.

9.02 ACDBE Termination and Substitution

To the extent applicable, Company will not terminate an ACDBE without the prior written consent of Authority. Such Authority consent will not be unreasonably withheld upon an ACDBE's failure to cure an event of default enumerated in Section 10.01, following ten (10) days notice by Company to the ACDBE. If an ACDBE is terminated, Company must demonstrate to Authority good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv) and 26.53(f), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

9.03 Reporting Requirements

Company will submit to Authority, on Authority monthly ACDBE Utilization Report form or in a format acceptable to Authority, a report of the total number of Taxicab trips dispatched from the Airport operated by Company and the total number of Taxicab trips dispatched from the Airport operated by the ACDBE firm for the reporting period as indicated in the corresponding Monthly Taxi Operations Report. The monthly ACDBE Utilization Report will be submitted no later than ten (10) calendar days after the close of each calendar month. The Parties agree Company shall pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50) for each calendar day Company is late in submitting a monthly ACDBE Utilization Report and/or the monthly information in the format required by this Article. Said charge will continue until specific performance is accomplished and shall not be offset against any other amount due Authority as detailed in this Agreement.

9.04 Monitoring

Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three years following the termination of this Agreement. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all subcontracts, in advance of their commitment, utilized by Company for the achievement of its ACDBE Agreement Goal.

9.05 Prompt Payment

Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

9.06 Non-Compliance

In the event Company fails to comply with the ACDBE Policy and Program or fails to meet the ACDBE Agreement Goal set forth in this Article and fails to demonstrate a good faith effort to do so, Authority may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Company from eligibility to contract with Authority in the future or to receive bid packages or request for proposal packages or other solicitations, unless Company demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply with such.

9.07 Non-Discrimination Requirements

- A. Company and subconcessionaire will not discriminate on the basis of race, color, national origin, or sex on the performance of this Agreement. Company will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

- B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Company or contractor 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 of performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

- C. Company agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

ARTICLE 10: DEFAULT AND TERMINATION

10.01 Events of Default

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

10.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Declare this Agreement to be terminated, ended, null and void.

Company will not be entitled to any damages or remedies for wrongful termination of this Agreement by Authority.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

10.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

10.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

ARTICLE 11: INDEMNIFICATION

A. To maximum extent permitted by law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers any and all liabilities, suits, claims, expenses, losses, enforcement actions, costs, fines, and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), reckless, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule ordinance, order or permit;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether the liability, suit, claim, expense, loss, cost, fine, or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part

from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members,

officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If this Article or any part of this Article is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 12: INSURANCE

12.01 Insurance Terms and Conditions

Company must maintain the following limits and uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that Authority, members of Authority's governing body, and Authority officers, volunteers, and employees are included as additional insureds.

12.02 Limits and Requirements

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Agreement Specific

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000

B. Workers Compensation and Employer’s Liability Insurance

Coverage shall be provided on a form no more restrictive than the most recent edition of the NCCI standard Workers’ Compensation Policy. Where applicable, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law requiring compensation for employee injuries. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One	Statutory
Part Two	
Each Accident	\$,1,000,000
Disease – Policy Limit	\$,1,000,000
Disease – Each Employee	\$,1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned or scheduled autos and scheduled drivers used in connection with work performed pursuant to this Agreement. Coverage shall be provided on a form no more restrictive than the most recent edition of ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement are:

Each Occurrence Bodily Injury & Property Damage Combined	Same limit required by Hillsborough County Tax Collector or other governing agency
	\$250,000 single combined limit or limits of \$125,000 each person \$250,000 each accident \$50,000 in property damages

12.03 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against Authority, members of Authority’s governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit D, Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions.

ARTICLE 13: SECURITY FOR PAYMENT

- A. Company will provide Authority, on or before the Commencement Date of this Agreement, with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees and charges due hereunder or five thousand (\$5,000), whichever is greater (hereinafter referred to as Agreement Security). Such Agreement Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Agreement Security is for a period less than the full period required hereunder or if such Agreement Security is canceled, Company will provide a renewal or replacement Agreement Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Any such bond that is used as Agreement Security herein shall require notice by surety to Authority at least sixty (60) days prior to any cancellation thereof.
- B. In the event Authority is required to draw down or collect against Company's Agreement Security for any reason, Company will, within ten business days after Authority written demand, take such action as may be necessary to replenish the existing Agreement Security to its original amount or to provide additional or supplemental Agreement Security from another source so that the aggregate of all Agreement Security is equal to the original amount payable by Company pursuant to this Article.
- C. If Company fails to obtain and keep in force such Agreement Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.
- D. Subject to the provisions of this Article, the Agreement Security will be returned within thirty (30) days following the expiration or termination of this Agreement.

ARTICLE 14: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with Section 627.748, Florida Statutes and all other applicable federal, state, and local laws and regulations, as amended, as well as all Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to

the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including but not limited to, Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days of written notice.

ARTICLE 15: NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 16: AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 17: NON-DISCRIMINATION

During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

- 17.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 17.02 Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 17.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 17.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 17.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 17.06 Company will include the provisions of Paragraphs 17.01 through 17.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 17.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that

Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 18: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority which consent shall not be unreasonably withheld. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 19: WAIVER OF CLAIMS

Company hereby waives any claim against Authority and its officers, Board, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 20: VENUE

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 21: COMPLIANCE WITH PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA, FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

Agreement for Operation of Taxicab Services
at Tampa International Airport Main Terminal
Hillsborough County Aviation Authority
Gulcoast Transportation, Inc.

January 3, 2018Final

Page 34 of 40

- A. Keep and maintain public records required by Authority in order to perform the services contemplated in this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 22: DATA SECURITY

Company will establish and maintain reasonable safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of performing under this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach,

ARTICLE 23: AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of

Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 24: INVALIDITY OF CLAUSES

The invalidity of any part, portion, Article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, Article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 25: NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:
(MAIL DELIVERY)
GULFCOAST TRANSPORTATION, INC.
1701 W. CASS STREET
TAMPA, FLORIDA 33606
ATTN: JUSTIN MORGAMAN

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PKWY

OR

(HAND DELIVERY)
SAME

SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 26: HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 27: RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 28: MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 29: AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that CEO or designee is hereby empowered to act on behalf of Authority.

ARTICLE 30: AGREEMENT MADE IN FLORIDA

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

ARTICLE 31: SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the

Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 32: SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 33: SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

ARTICLE 34: RIGHT TO AMEND

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 35: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 36: COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Gulcoast Transportation, Inc.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Gulcoast Transportation, Inc.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 20__,
by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)
at _____, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)
_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

**EXHIBIT A
MONTHLY TAXICAB OPERATIONS REPORT**

AGREEMENT FOR OPERATION OF TAXICAB SERVICES AT TAMPA INTERNATIONAL AIRPORT MAIN TERMINAL

NOTE: This report is due by the 10TH day of the month following the reporting month.

Company: _____

Month: _____ Year _____

Day	Number of Trips	Number of Customers
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
Total Number of Trips and Customers		
Per-Trip Fee @\$3.00 X # of Trips	\$	
Versus 1/12 of the MAPF	\$	
TOTAL AMOUNT DUE WITH THIS REPORT	\$	

I hereby certify, to the best of my knowledge, that the above reported amounts are true, correct, and completely in accordance with Article 7, Fees and Payments, Section 7.07, Monthly Report, and I am an officer of the Company or I am certified by the Company to submit this Monthly Taxicab Operations Report.

Name

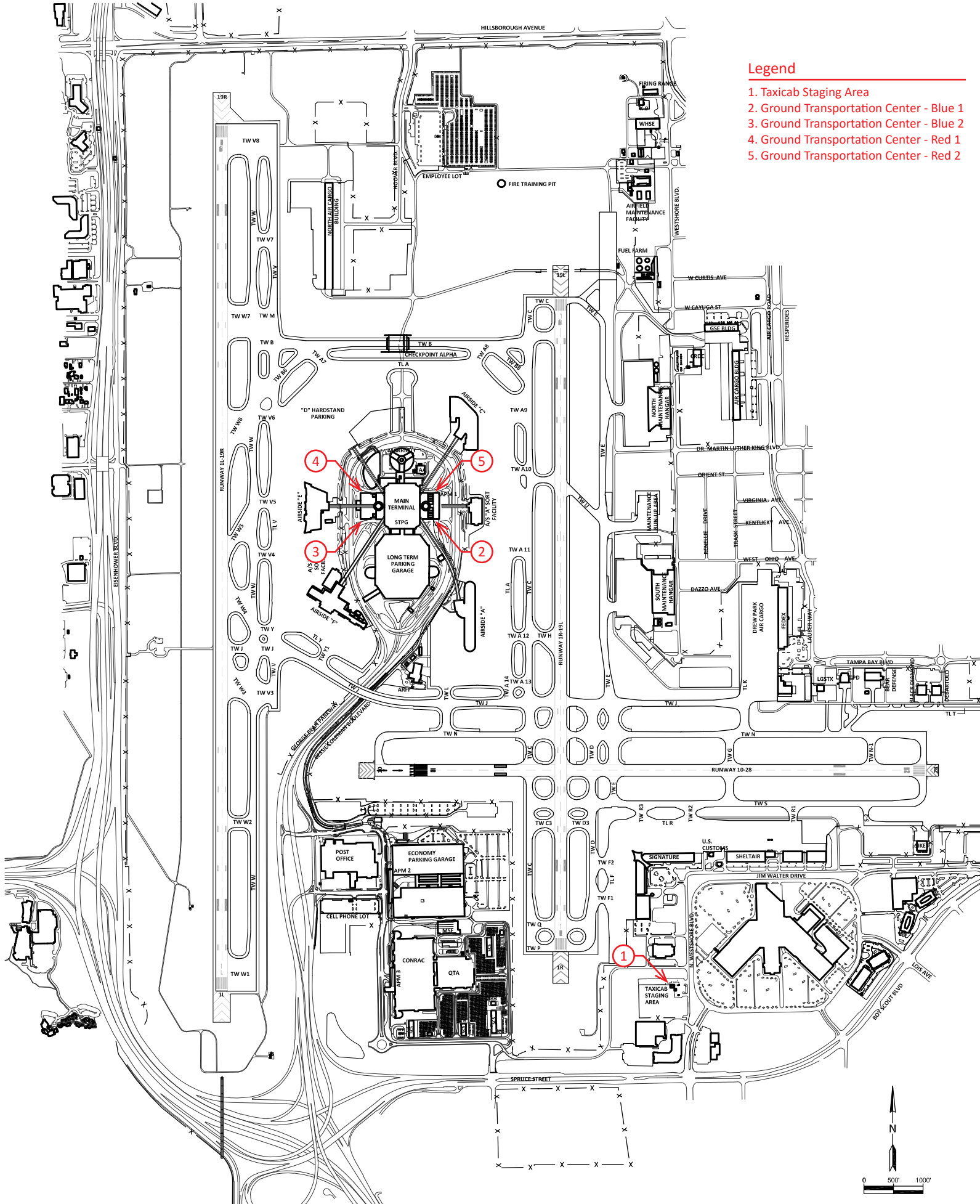
Title

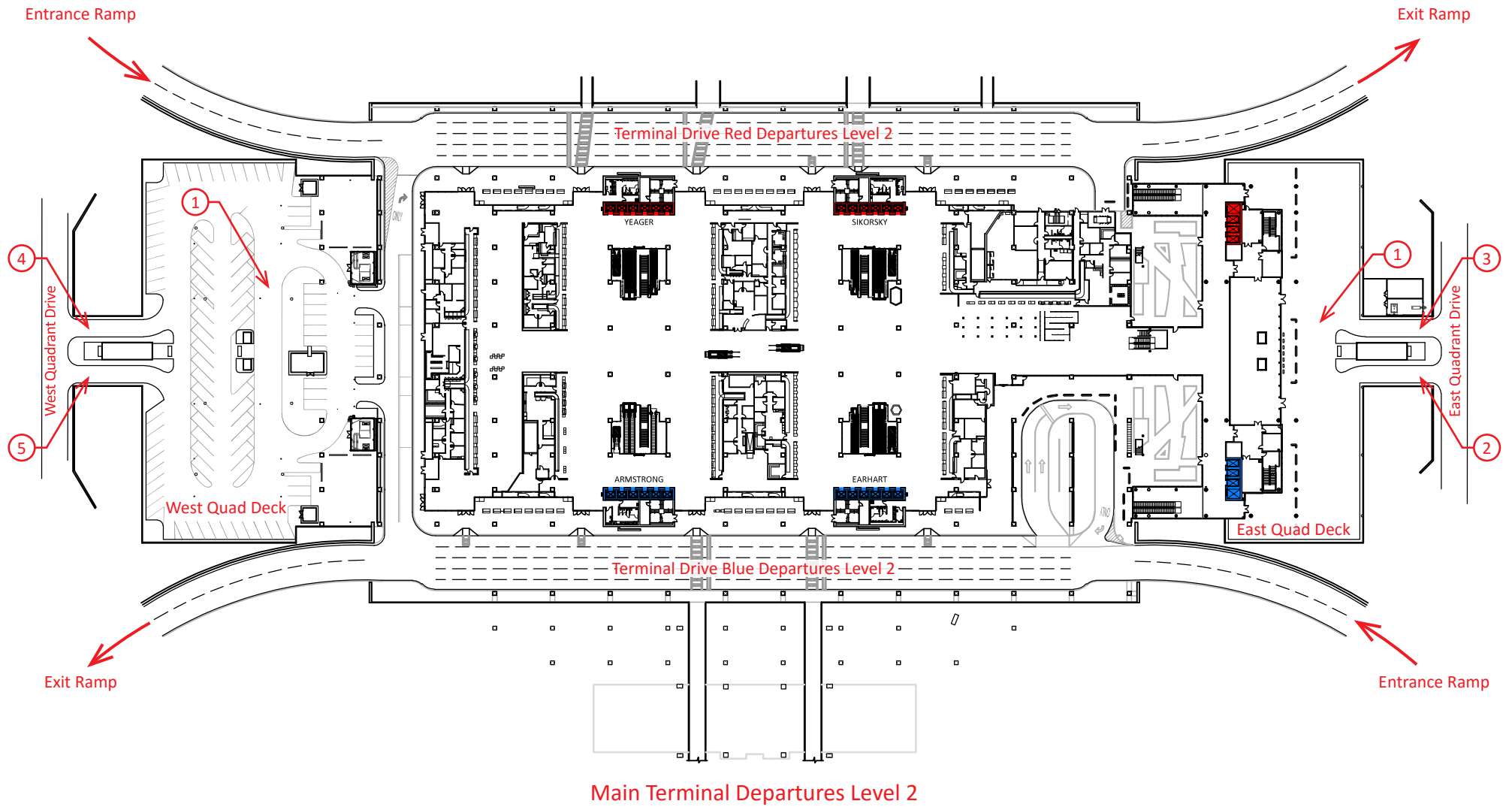
Signature, if officer of Company

Date

Legend

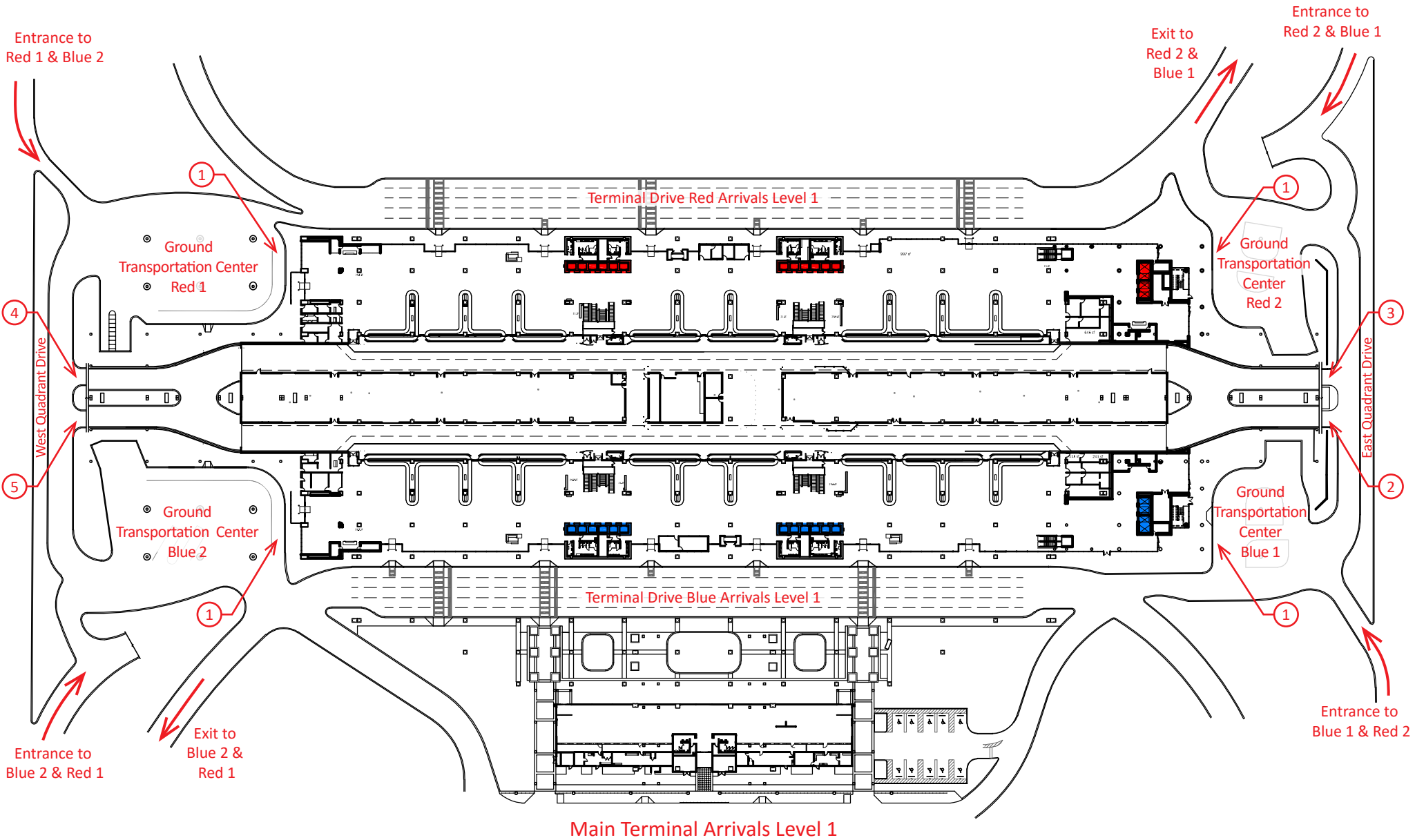
1. Taxicab Staging Area
2. Ground Transportation Center - Blue 1
3. Ground Transportation Center - Blue 2
4. Ground Transportation Center - Red 1
5. Ground Transportation Center - Red 2





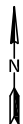
Legend

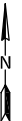
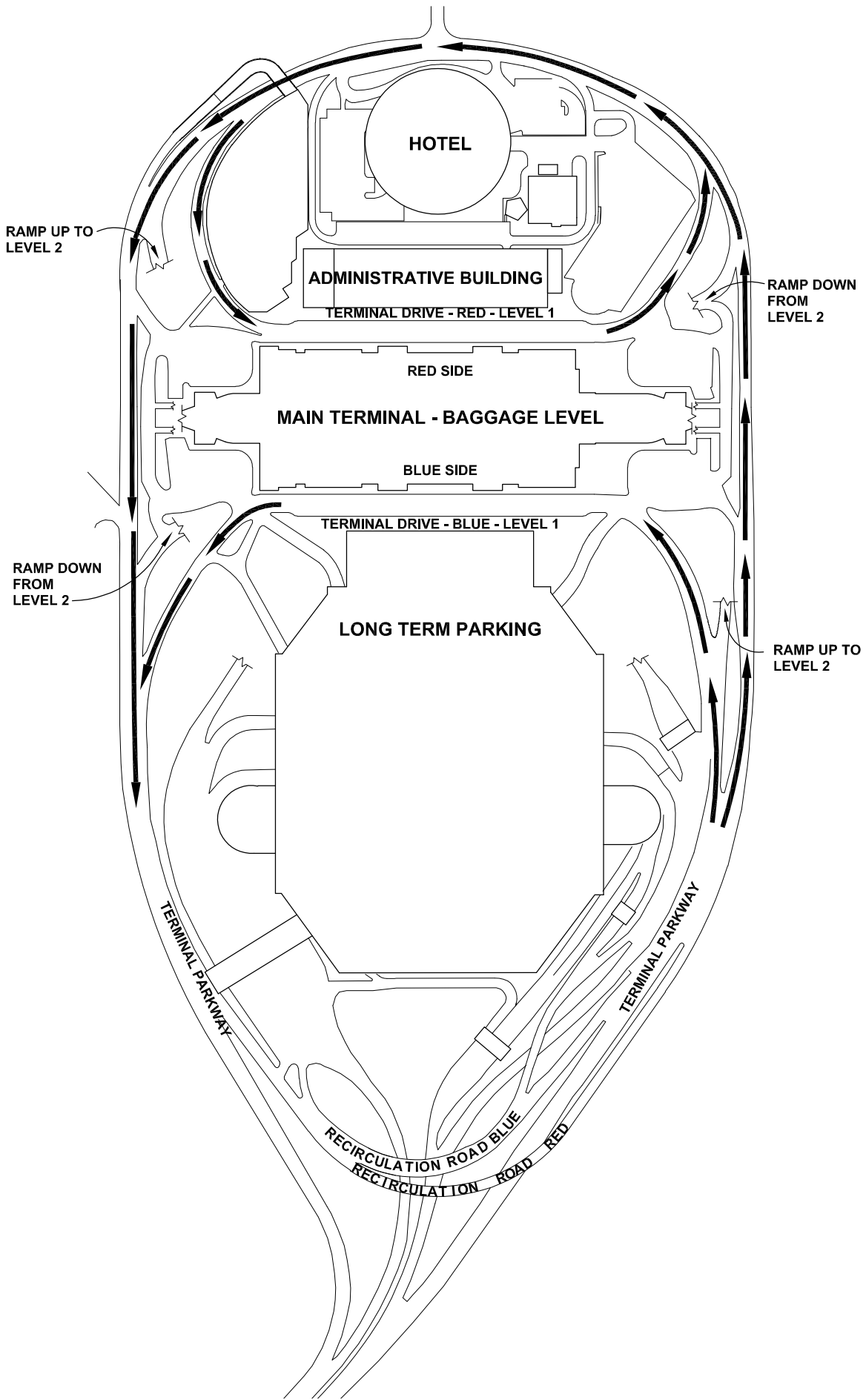
- 1. Taxi cab Holding Area
- 2. Down to East Quad Drive
- 3. Up from East Quad Drive
- 4. Down to West Quad Drive
- 5. Up from West Quad Drive

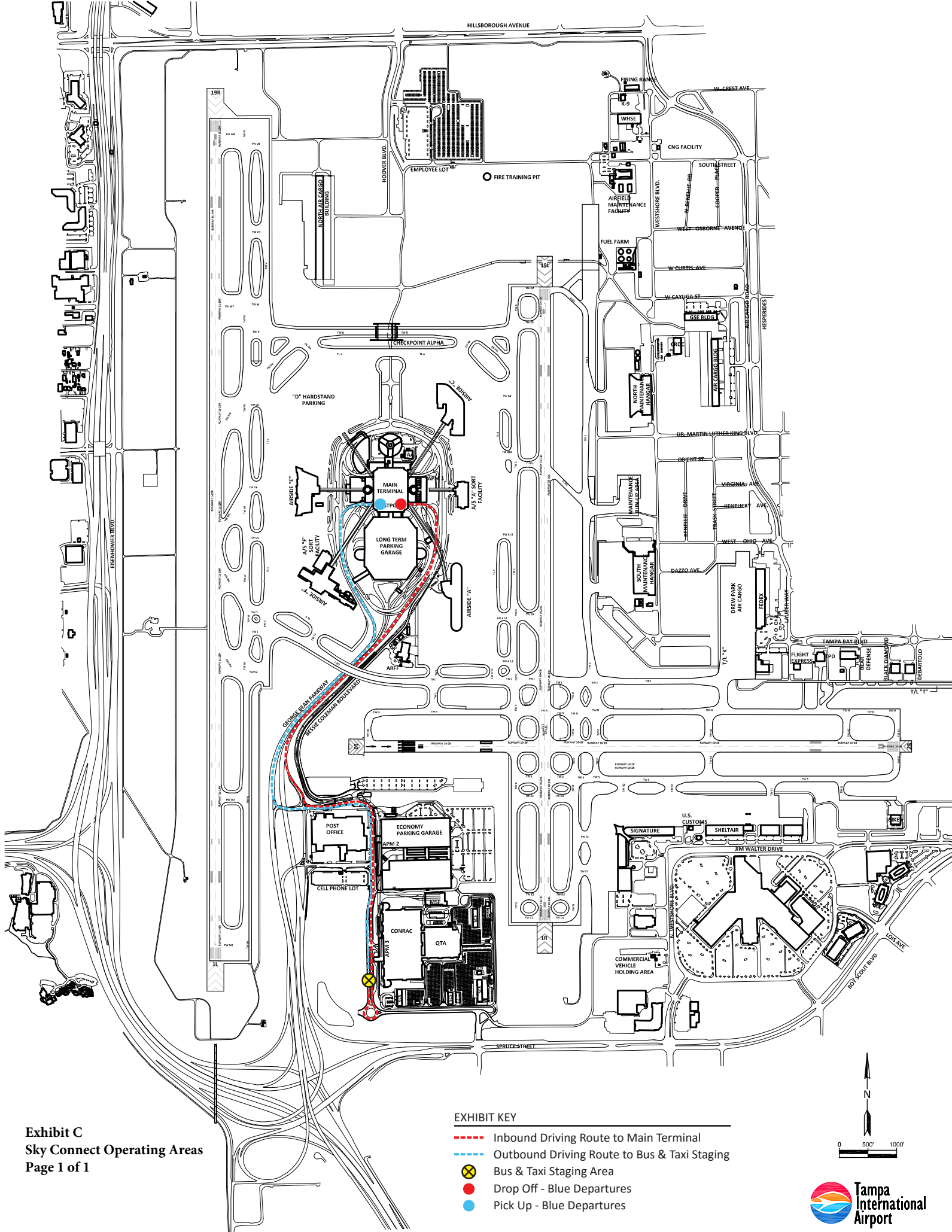


Legend

- 1. Taxicab Loading Area
- 2. Down from East Quad Deck
- 3. Up to East Quad Deck
- 4. Down from West Quad Deck
- 5. Up to West Quad Deck







- EXHIBIT KEY**
- Inbound Driving Route to Main Terminal
 - Outbound Driving Route to Bus & Taxi Staging
 - ⊗ Bus & Taxi Staging Area
 - Drop Off - Blue Departures
 - Pick Up - Blue Departures

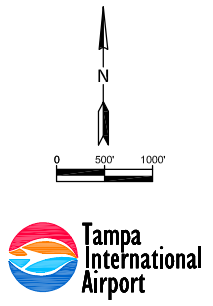


Exhibit D
Authority Standard Procedure S250.06
Contractual Insurance Terms and Conditions

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Executive Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy

endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two

years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Executive Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

a. Indicate that, to the extent required by the contract:

- i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

Hillsborough County Aviation Authority
 Attn.: Chief Executive Officer
 Tampa International Airport
 Post Office Box 22287
 Tampa, Florida 33622;
 and,

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

- 1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Executive Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
- 2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.

3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company.

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

Exhibit E
Company's Permits/Licenses



HILLSBOROUGH COUNTY PUBLIC TRANSPORTATION COMMISSION

DOES HEREBY GRANT A

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

TO

FOR



AL HIGGINBOTHAM
COMMISSION CHAIRMAN



KEVIN JACKSON
TRANSITIONAL DIRECTOR

DATE ISSUED:

CERTIFICATE NUMBER

DATE EXPIRES: