



Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

May 10, 2017

Hillsborough County  
Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622  
phone/ 813-870-8700  
fax/ 813-875-6670  
TampaAirport.com

**Ms. Christina L. Wood**  
**Regional Leader – Airport Affairs**  
**Southwest Airlines Co.**  
**2702 Love Field Drive**  
**Dallas, TX 75235**

**RE: Memorandum of Understanding for Maintenance of Wheelchair/Baggage Lifts**  
**Southwest Airlines Co.**  
**Tampa International Airport ("Airport")**

Dear Ms. Wood:

The following constitutes a Memorandum of Understanding ("MOU") between the Hillsborough County Aviation Authority ("Authority") and Southwest Airlines Co. ("Company") to memorialize and clarify a verbal agreement between the parties whereby Company owns and operates wheelchair/baggage lifts, and Authority provides maintenance and makes minor repairs to such wheelchair/baggage lifts, which provide baggage services at the jet bridges leased by Company at the Airport. This MOU sets forth the understanding and agreement of the parties in accordance with the following terms and conditions:

1. **Equipment.** Electrical/mechanical wheelchair/baggage lifts and all associated equipment needed for proper installation and operation of the wheelchair/baggage lifts mounted to Authority's Passenger Boarding Bridge (PBB) at Authority's gates leased by Company at the Airport ("Equipment").
2. **Basic Agreement.** Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Airline-Airport Use and Lease Agreement, dated July 22, 2010 ("Basic Agreement").
3. **Effective Date.** This MOU is effective upon execution by Company and approval and execution by Authority.

4. Term. This MOU is contingent upon Company having the Basic Agreement in effect and automatically extends, renews or terminates at such time as the Basic Agreement is extended, renewed, or terminated, without further action required of either party. This MOU may be terminated by either party, without cause, upon 30 days' advance written notice to the other party.
5. Obligations of Company.
- A. Company may purchase and install, for use at Authority's gates leased by Company under the Basic Agreement, such fully functioning Equipment as is approved by the Equipment's manufacturer as having no adverse effects on Authority's PBB. An Authority-issued Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform installation of the Equipment. Company will perform all installations so as not to interfere with the primary functions of the Airport. Company will further comply with the following:
- 1) Within seven days after receipt by Authority of Company's plans and specifications for installation, Authority will inform Company that the plans and specifications are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.
  - 2) If Company's request for approval to perform any installations is granted, the following conditions will apply:
    - a. Company will use only licensed contractors and subcontractors.
    - b. Company will obtain, at Company's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes, Authority's Land Use Standards and other laws or regulations of all appropriate governing entities, including the State of Florida, Hillsborough County, City of Tampa and Authority, as such documents may be amended from time to time.
    - c. Authority will not be responsible for any costs relating to the installations, whether such installations or modifications were requested by Company or were required by Authority or any other regulatory agency.
- B. For any repairs performed by Authority's personnel, Company agrees to pay pre-authorized invoices, as described below, from Authority for such repairs within 15 days from the date of the invoice.

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- C. Company retains ownership of the Equipment and is solely responsible for replacement or disposal of the Equipment.
  - D. Company agrees that it is solely responsible for damage to persons, to the Equipment, to the PBBs, or to any other real or personal property at the Airport caused by the Equipment or by its installation.
6. Obligations of Authority.
- A. Authority personnel will perform routine manufacturer recommended maintenance on the Equipment. All maintenance of the PBB, including equipment attachments, will be performed exclusively by Authority.
  - B. Authority personnel typically respond to requests for emergency repairs within 30 minutes during airline operating hours. Authority personnel will perform repairs on the Equipment on a reimbursable time and materials basis for actual hours worked and materials used, plus a fifteen percent (15%) administration fee added to the labor and material cost. Prior to the commencement of any repair work, Authority will provide Company's TPA station manager or designee (the Station Manager) with a written labor and materials cost estimate for the Equipment repair, and the Station Manager will indicate in writing that Company desires Authority's maintenance personnel to perform the repair. The cost of the repair will not exceed the amount stated in the estimate unless the scope of work changes or scheduling issues require the work be performed on an "overtime" basis. Documentation can be provided for all charges upon completion of the work.
7. **Indemnification. Company agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, Board members and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from Authority by reason of any damage to property (or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this MOU is executed or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Company's performance under this MOU, Company's use or**

occupancy of the Airport, Company's negligent acts, omissions or operations hereunder or the performance, non-performance or purported performance of Company or any breach of the terms of this MOU by Company. Provided, however, that upon the filing by anyone of a claim with the Authority for damages arising out of incidents for which Company herein agrees to indemnify and hold Authority harmless, Authority shall promptly notify Company of such claim and, in the event that Company does not settle or compromise such claim, then Company shall undertake the legal defense of such claim both on behalf of Company and on behalf of Authority. It is specifically agreed, however, that Authority, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against Authority for any cause for which Company is liable hereunder shall be conclusive against Company as to liability and amount upon the expiration of the time for appeal therefrom. Company recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this MOU as to claims arising during the term thereof. Compliance with the insurance requirements of this MOU shall not relieve Company of its liability or obligation to indemnify Authority as set forth in this Paragraph.

8. Insurance. Company must maintain the following limits and coverages uninterrupted or amended through the term of this MOU. In the event the 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's officers, volunteers and employees are included as additional insureds.

8.1 Required Coverages – Minimum Limits

A. Workers' Compensation and Employer's Liability Insurance. 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

B. Airport 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 MOU 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 MOU or the use or occupancy of the Airport by, or on behalf of, Company in connection with this MOU. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 11 01 96 and CG 20 37 10 01.

	<u>MOU Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

C. Business Auto Liability Insurance. Coverage will be provided for all owned, hired and non-owned vehicles used on Authority property. Coverage will be provided on a form no more restrictive than 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 MOU will be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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8.2 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 MOU, waives all rights against Authority, members of Authority’s governing body and Authority’s officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

8.3 Conditions of Acceptance. The insurance maintained by Company must conform at all times with Exhibit A, Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time, a copy of which is attached and incorporated by this reference.

9. Environmental.

9.1 General Conditions. Notwithstanding any other provisions of this MOU, and in addition to any and all other requirements of this MOU or any other covenants, representations, or warranties of Company, Company hereby

expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Airport, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this MOU, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.
- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Airport.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this MOU.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify will be deemed a default under this MOU. Any such default that is not cured will be grounds for termination of this MOU.

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- F. In entering this MOU, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

9.2 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Airport or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this MOU by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Airport.
- D. At the end of the MOU, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations.

Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the MOU.

9.3 Hazardous Substance and Solid Waste

- A. The term “Hazardous Substance”, as used in this MOU, will mean:
- (1) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
  - (2) any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
  - (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
  - (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
  - (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
  - (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.
- B. The term “Solid Waste”, as used in this MOU, will mean:
- (1) any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law, including but not limited to, the rules of the Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or
  - (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil,



lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or

- (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
- (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

9.4 Prior Environmental Impacts. Nothing in this Section will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Airport that occurred prior to Company's entry upon the Airport or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

9.5 Off-Site Environmental Impacts. Nothing in this Section will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airport that occurs by reason of the migration or flow to the Airport from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Airport.

9.6 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

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- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
  - C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airport that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
  - D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.
- 9.7 Stormwater. Notwithstanding any other provisions or terms of this MOU, Company acknowledges that certain properties within the Airport or on Authority-owned land are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Airport, the following:
- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable

stormwater rules and regulations). Company will establish a BMP plan and submit a copy to Authority.

- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

#### 9.8 Environmental Inspection at End of MOU Term

- A. At its discretion, Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airport has been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state,

and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Section.

- B. During the period of a cleanup due to the environmental condition of the Airport or common use areas, Company's obligations under the existing terms of the MOU will continue in full force and effect, in addition to any other damages for which Company may be liable.
  - C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.
10. **Company's Compliance.** Company and its employees, agents, contractors, suppliers, and invitees will be subject to Company's compliance with any federal, state, and local laws, regulations, ordinances, and statutes, and Authority Rules. Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, and codes.
11. **Non-Discrimination.** These provisions apply to all work performed under this MOU. Failure to comply with the terms of these provisions may be sufficient grounds to:
- A. Terminate this MOU;
  - B. Seek suspension/debarment of Company; or
  - C. Take any other action determined to be appropriate by Authority or the FAA.
- 11.1 **Civil Rights – General – 49 USC § 47123**
- A. **Compliance.** Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.
  - B. **Duration:**
    - (1) This provision binds Company from the Effective Date through the completion of this MOU. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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- (2) This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Company or any transferee for the longer of the following periods:
    - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    - (b) The period during which Authority or any transferee retains ownership or possession of the property.

#### 11.2 Civil Rights – Title VI Assurances

- A. Compliance with Non-Discrimination Requirements. During the performance of this MOU, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:
  - (1) Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this MOU.
  - (2) Non-Discrimination: Company, with regard to the work performed by it during this MOU, 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 but not limited to those listed at Section 11.2(B) below, including employment practices when this MOU covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  - (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Company for work

to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this MOU and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the 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.
- (5) Sanctions for Non-compliance: In the event of Company's non-compliance with the Non-Discrimination provisions of this MOU, Authority will impose such MOU sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this MOU, in whole or in part.
- (6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take 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, that if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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- B. Title VI List of Pertinent Non-Discrimination Authorities. During the performance of this MOU, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:
- (1) 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);
  - (2) 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);
  - (3) 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);
  - (4) 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;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
  - (6) 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);
  - (7) 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);
  - (8) 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;


- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination 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);
- (11) 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
- (12) 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).

C. Duration. Company must comply with this Section during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Company for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

12. Signatory Authority. The parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this document and each is a bona fide representative of the named party.



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13. No Liens. Company will not allow any lien to be filed against the Authority for any work provided for or on behalf of Company in connection with the Equipment described herein or otherwise conducted by or on behalf of Company.
  14. No Agent/Employee Relationship. Nothing herein will be deemed as creating a principal/agency or employment relationship between Company and Authority.
  15. Applicable Law and Venue. This MOU will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this MOU will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida. The parties waive any claim that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
  16. Amendment. No change to this MOU will be effective and enforceable except as set forth herein until and unless a written amendment to this MOU has been duly authorized and executed by the parties to this MOU.
  17. Notices. All notices or communications, excluding repair work estimates and authorizations, 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 days after depositing such notice or communication in a postal receptacle, or one 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

Or

TO Company:  
Southwest Airlines Co.  
2702 Love Field Drive  
Dallas, TX 75235  
Attn: Manager Airport Affairs

Or

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(HAND DELIVERY) (HAND DELIVERY)  
Hillsborough County Aviation Authority Same as above.  
Tampa International Airport  
4160 George J. Bean Parkway  
Suite 2400, Administration Building  
Tampa, Florida 33607  
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 paragraph. 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.

18. Entire Agreement. This MOU embodies the whole agreement of the parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This MOU will supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.

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Ms. Christina L. Wood  
May 10, 2017  
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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Victor D. Crist, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Robert I. Watkins, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

LEGAL FORM APPROVED:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert I. Watkins in the capacity of Chairman, and by 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

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

Ms. Christina L. Wood  
May 10, 2017  
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SOUTHWEST AIRLINES CO.

Signed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

SOUTHWEST AIRLINES CO.  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)  
at \_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)  
on its behalf. \_\_\_\_\_ and has produced  
(He is/She is) (personally known to me / not personally known to me)

the following document of identification \_\_\_\_\_.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>12/11/14</u></p> <p>Page: <u>1</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

**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 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

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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

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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 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

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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



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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 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.

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<p>Subject: <b>CONTRACTUAL INSURANCE TERMS AND CONDITIONS</b></p>	

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.

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TERMS AND CONDITIONS

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.

APPROVED: Joe Lopano

DATE: 12/11/14