

LICENSE AGREEMENT
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT

THIS LICENSE AGREEMENT (Agreement) is made this ___ of _____ 2025 (Effective Date), by and among HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (Authority) and V.O.K. PROTECTIVE SERVICES, INC., a company organized and existing under the laws of the State of Florida, and authorized to conduct business in the State of Florida (Company).

WHEREAS, Authority is the owner of certain real property located at, 4100 George J. Bean Parkway, Tampa, Hillsborough County, Florida, also known as Tampa International Airport (Airport); and

WHEREAS, Authority hereby gives permission to Company, and any of its officers, agents, security guards or invitees (hereinafter individually and collectively referred to as the "Company's Party" or "Company's Parties") to enter the Airport, subject to the Federal Aviation Authority's and Authority's escort and security requirements, for Company to provide Escort Services, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt, delivery and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby declare and agree as follows:

1. Recitals

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

2. Right of Entry and License

Authority does hereby grant and convey to Company a non-exclusive right of entry and license for Escort Services, defined as the provision of escort security services and safeguarding of Company's Parties from the Port of Tampa Bay through Airport departure gate areas.

Company's provision of Escort Services is restricted solely to the public areas of the Airport including, but not limited to, the main terminal, Transportation Security Administration security screening areas, and airside transfer levels of the Airport. This Agreement does not extend to restricted SIDA badged areas within the Airport. Authority shall determine the route or routes of ingress and egress by which Company shall access the Airport, and the route or routes shall be subject to change by Authority at any time upon written notice to Company and in Authority's sole discretion. Company must comply with any advance written notice and other requirements provided by Authority for entry on the Airport for purposes of providing Escort Services.

Company is responsible for submitting to Authority a copy of current contracts with Company's Parties. Upon receipt of Company's current contracts with Company's Parties, Authority will review for approval and respond in writing or by e-mail within seven (7) days of receipt. Company must notify the Authority within seven (7) days of receipt of a Company Party's notice of termination of a current contract (for any reason) with Company.

3. Purpose

This Agreement is solely for the purpose of allowing Company to provide Escort Services to Company's Parties. This Agreement shall not include the right of use of the Airport for any other purpose not specifically provided for herein.

4. Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business at the Airport separate and apart from the conduct of its Escort Services as authorized in this Agreement.
- B. Company will be properly certified under appropriate Federal, State and local regulations. Copies of such certificates will be furnished to the Authority on demand.
- C. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Authority or that will cause a hazardous condition so as to increase the risks normally attendant upon services permitted by this Agreement. If such act or failure to act on the part of the Company will cause cancellation of any such policy, the Company will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in the Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, Company will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- D. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company. Company will pay all applicable sales, use, intangible and ad valorem taxes, if any and of any kind, whether levied against Company or the Authority. Company will pay other taxes or assessments arising out of or assessed as a result of the uses, rights and privileges granted Company hereunder. Company reserves the right to contest such taxes or assessments and withhold payment of such taxes and

assessments upon written notice to the Authority of its intent to do so, so long as the nonpayment of such taxes and assessments does not result in a lien against the Airport or a direct liability on the part of the Authority. The Authority agrees to immediately forward to Company any notices of taxes and assessments due upon receipt of same.

- E. The uses, rights and privileges granted to Company pursuant to this Agreement, will be subject to any and all reasonable and nondiscriminatory Authority Rules and Regulations, as may be amended from time to time.

As referenced in this Agreement, Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by Authority pursuant to Applicable Laws including, without limitation, policies, standard procedures and operating directives, the Airport security plan, and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

As referenced in this Agreement, Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation environmental laws) lawfully issued or promulgated by any governmental authority governing or otherwise applicable to Company and Company Parties (including Authority Rules and Regulations), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

- F. 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.
- G. Any and all rights and privileges not specifically granted to Company for its use of the Airport pursuant to this Agreement are hereby reserved for and to the Authority.

5. Term

A. Term

The Initial Term of this Agreement shall commence on June 5, 2025 (Effective Date) and shall continue until the earlier of: (i) September 30, 2026; or (ii) if Company is no longer providing Escort Services at the Airport.

B. Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any payments,

rents, fees or other charges to Authority, and if Company has performed all the terms, covenants and conditions herein contained, this Agreement may be renewed at the terms and conditions stated hereunder for one (1) separate, additional one (1) year period subsequent to the end of the Initial Term (Renewal Term) upon written request by Company at least 60 days prior to this Agreement's expiration and written approval by Authority's CEO. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal option is requested by Company and approved by Authority, this Agreement will have a final termination date of no later than September 30, 2027.

C. Commencement of Payments

The payments, fees or other charges due hereunder commence on the Effective Date and continue throughout the Initial Term and any Renewal Term (collectively, Term) of this Agreement unless this Agreement is terminated earlier as provided herein.

6. Monthly Statements

Within ten (10) days after the close of each calendar month of the Term of this Agreement, Company will submit to the Authority, by electronic portal or other method satisfactory to the Authority, a detailed statement signed by a responsible officer of Company of its Gross Receipts (Monthly Statement of Gross Receipts) for the preceding month upon which the fees payable to the Authority set forth in this Agreement are computed.

7. Books and Records

Company will keep full and accurate books and records showing all of its Gross Receipts. Company agrees that records and instruments will be available to Authority for at least five (5) years after each annual period. If Company utilizes a computerized accounting system, the Authority will be allowed to download information from the system for the purpose of verifying Gross Receipts. In the event Company does not maintain exclusive sequential numbering for invoices commencing at the Airport, Company agrees to provide copies of invoices from other sales locations included in the non-exclusive sequence to the Authority or its auditors for the purposes of testing reporting completeness.

8. Payments

For the rights and privileges granted herein, Company agrees to pay the following fees and charges to the Authority, in lawful money of the United States of America, without set off, by check or approved electronic transfer made payable to the Authority. Payment for fees and charges hereunder will be due within fifteen (15) days after the date of the invoice, except as provided herein. Said fees and charges will be deemed delinquent if payment is not received within fifteen (15) days of the stated date of such invoice.

A. On or before the first (1st) day of each month after the Effective Date, Company will pay to Authority, in advance and without set off, deduction, prior notice, or demand, one-twelfth (1/12th) of the Minimum Annual Privilege Fee (MAPF). 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. Privilege Fees

1. Minimum Annual Privilege Fee (MAPF)

Company's MAPF for each year of the Term of this Agreement is \$7,200.

2. Percentage Fee (PF)

The PF is ten (10%) percent of Company's monthly Gross Receipts, as defined below, for the previous month as presented in Company's Monthly Statement of Gross Receipts. For any month that the PF is greater than the MAPF, Company is responsible for paying the PF amount in excess of the MAPF to Authority within 15 days from the date of Authority's invoice, commencing on the month following the first month of this Agreement. In the event the PF does not exceed one-twelfth (1/12th) of the MAPF during any month in the Term hereof, no PF will be due and payable for that month.

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 PF. Company understands that the Authority does not support the practice of directly transferring Company's obligation for payment of the PF due herein to Company's Parties. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from Company's Parties for the purpose of collecting the PF, such fees will be disclosed to the Company's Parties as "Company's cost of doing business at the Airport" and will not be represented as an Airport tax.

C. Annual Statement

No later than thirty (30) days after the end of each Fiscal Year (the annual accounting period of the Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve (12) consecutive months, ending with the last day of September of any year), during the Term of this Agreement, Company will provide, at its sole cost and expense, an annual certified statement or an annual audit report of monthly Gross Receipts. The annual certified statement or annual audit report will contain a list of the Gross Receipts by month used to compute the Privilege Fees and other payments made to the Authority as shown on the books

and records of Company during the period covered by the statement. The first such annual certified statement or annual audit report will cover the period of the Effective Date through the following September 30th (Initial Period). If Initial Period is less than ninety (90) calendar days, no annual certified statement or annual audit report will be required for the Initial Period. Each subsequent annual certified statement or annual audit report will cover the successive twelve (12) month period. The last such annual certified statement or annual audit report will include the last day of Company's operations. The annual certified statement will be certified by the Company's Chief Financial Officer or designee as approved by the Authority when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by a licensed independent certified public accountant acceptable to the Authority when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. When conducted by an independent certified public accountant, there may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts and Percentage Privilege Fees due and paid. The engagement will be conducted in accordance with generally accepted auditing standards and shall include an opinion on whether the Gross Receipts and Percentage Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar (\$100.00) per calendar day penalty may be assessed by the Authority for every day the annual certified statement or annual audit report is late.

Following receipt of Company's annual certified statement or annual audit report, Authority will prepare and submit to Company a statement showing the MAPF or PF due, whichever is greater, compared to the Privilege Fees previously invoiced by Authority for the applicable period. If the Privilege Fees previously invoiced by Authority for the applicable period exceed the greater of the Privilege Fees calculated on the Gross Receipts, Authority will issue a credit memo indicating that the overpayment will be credited to the fees next thereafter due from Company. If the Privilege Fees previously invoiced by Authority are less than the Privilege Fees calculated on the Gross Receipts, Authority will invoice Company for the sums due. Said invoice will be due and payable within 15 days after the date of the invoice.

D. Definition of Gross Receipts

1. Amounts Included

As used herein the term "Gross Receipts" will include the gross revenues from all sales made and services performed for cash, credit or otherwise, pursuant to Company's operations at the Airport, regardless of when or whether paid.

2. Amounts Excluded and Restrictions on Exclusions

Gross Receipts will not include:

- a) The retail value of fuel and oil and the related fuel service fee;
- b) Costs for materials that are directly passed through to Company's Parties;
- c) Sales and services performed by Company off-Airport to entities located off Airport; or
- d) Ferrying and diverted landings.

3. Diversion of Gross Receipts

Any intentional diversion of Gross Receipts will constitute a breach of contract, and the Authority will have the right to immediately terminate this Agreement upon determination by the Authority or its auditors that an intentional diversion exists or has occurred.

4. Collection of Authority Fees and Charges

No later than fifteen (15) days from the date of invoice during the Term hereof, Company will remit to the Authority all fees collected during the preceding month on behalf of the Authority in accordance with this Agreement. During the Term hereof, upon request and on behalf of the Authority, Company will collect all escort fees, terminal facility fees, federal inspection service fees, baggage handling system fees, passenger transfer system fees, terminal support fees and any other fees and charges applicable to Company's Parties as previously defined, and report such fees monthly, it being agreed that the Authority will pay Company as a collection fee five percent (5%) of all such fees.

5. Employee Parking Fees

Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from the Authority's Parking Permit Office at (813) 870-8792. The Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by the Authority for parking fees, payment is due to the Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

6. Interest on Delinquent Payments

Without waiving any other right or action available to the Authority in the event of default of Company's payment of fees or other charges hereunder, and in the event Company is delinquent in paying to Authority any fees or other charges for a period of five (5) days after the payment is due, the Authority reserves the right to charge Company interest thereon from the date such fees or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws.

7. Fees and Other Charges 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 fees and other charges is a covenant by Company that is independent of the other covenants of the parties hereunder.

8. Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

P. O. Box 919730

Lock Box ID: REV X6306

Orlando, FL 32891-9730

or

(HAND DELIVERY)

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

5411 SkyCenter Dr., Suite 500

Tampa, FL 33607

9. Authority's Right to Perform Audits, Inspections, or Attestation Engagements

- A. Notwithstanding Company's requirement to submit an annual certified statement or an annual audit report, at any time or times during the Term of this Agreement or within five (5) years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller

General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections, or attestation engagements. Auditors have the right to review books, records, and contracts of Company and where applicable, all individuals or business entities who are party to this Agreement, to substantiate the accuracy of reported Gross Receipts and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash receipt or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting Auditors in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Auditors to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Auditors in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Agreement.

Engagements will be conducted at the Airport. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article. Company shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. Company shall not charge Authority for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.

- B. Company agrees to deliver or to provide access to all records requested by the Auditor's within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or to provide access to all other records requested during the engagement within seven (7) calendar days of each request. Company will be in material breach of this Agreement if Company fails to provide requested records in accordance with this Section and Company will be responsible for the cost of the audit as determined by the Authority.
- C. Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors and to retain copies of any and all records as needed to support Auditor workpapers.
- D. If as a result of any engagement it is determined that Company owes additional fees or other charges to the Authority, Company will pay such additional fees and charges, and the Authority

may assess interest up to twelve percent (12%) on the amount due from the date the amount was initially due. If it is established that Company has underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, the entire expense of the engagement may be billed to Company. Any additional payments due shall be paid no later than Company's next payment of the monthly installment of the Privilege Fee, by Company to Authority. If as a result of any engagement, it is established that Company has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Company shall be entitled to a credit against Company's next monthly installment of the Privilege Fee for the amount of the overpayment and the entire expense of the engagement shall be paid by the Authority.

- E. Approvals by the Authority's staff of monthly reporting, Gross Receipts, or other Agreement compliance requirements included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform Engagements.
- F. The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and will provide Authority a copy of any audit documents or reports within 14 days of receipt.

10. Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

11. Compliance With Laws; Conduct of Business; ID Media

Company covenants that it shall comply with all Applicable Laws pertaining to its operations at the Airport. Company covenants that it shall conduct its business on the Airport in accordance with generally accepted safety standards for similar services.

The granting of this permission by the Authority is subject to:

- A. Company being an authorized signatory for Company's and Company Parties' Airport Identification badge (ID Media);
- B. Company possessing a valid ID Media allowing access to the Airport and providing Escort Services on the Airport;
- C. Company being responsible for the cost of the ID Media. The Authority reserves the right to collect all costs related to the ID Media at the time that the badging service is provided;

- D. All badged employees of the Company complying with the Authority's regulations regarding the use and display of ID Media; and
- E. Company and Company Parties not interfering with Authority's operations at the Airport.

12. Indemnification

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

- 1. Presence on, use or occupancy of the Authority property;
- 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- 3. Breach of the terms of this Agreement;
- 4. Performance, non-performance or purported performance of this Agreement;
- 5. Violation of any Applicable Laws;
- 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 EPA or other regulatory agency to be an environmental contaminant

whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by Authority. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority or its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, the Company will have the separate and independent duty to defend the , its successors, assigns, Board members, officers, officials, employees, agents, contractors, subcontractors, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Company's:

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. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret right; 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 EPA or other regulatory agency to be an environmental contaminant

whether it is caused in part by the Authority. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Company by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence, acts or omissions of the Authority or its members, officers, agents, employees, and volunteers.

- 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, the Company agrees to the following: To the maximum extent permitted by Florida law, the Company will indemnify and hold harmless the Authority 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 the 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 Florida Statute § 725.06(1) or any other applicable laws, 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. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and

employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- F. The 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 the Authority or any indemnified party is fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any indemnified party may have under the doctrine of sovereign immunity under Applicable Laws.
- H. The Authority and each indemnified party reserves the right, at their option, to participate in the defense of any suit, without relieving the Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

13. Insurance

Company must maintain the following limits and coverages 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 and Professional Liability will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering Escort Services performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance

The minimum limits of insurance covering the Escort Services 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, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the 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.

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

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. 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 the contract, waives all rights against Authority, members of Authority's governing body and Authority's officers, volunteers, agents, and employees, for

damages or loss to the extent covered and paid for by any insurance maintained by the Company.

E. Conditions of Acceptance

The insurance maintained by the Company must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.tampaairport.com/business/real-estate/resources.

14. Payment Security Requirements

Company will provide Authority with acceptable Payment Security on or before the Effective Date. The Company will be obligated to maintain an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to five thousand dollars (\$5,000.00) or the estimate of three (3) months' rents, payments, tax assessments, and charges (Payment Security), whichever is greater, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all rents, payments, tax assessments and charges due under this Agreement in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment 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 Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty (30) days prior to cancellation, Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

15. Limitation of Authority's Liability

Company agrees that it shall enter the Airport and conduct Escort Services at its own risk, with any and all damage to the Airport used in connection with this Agreement being at Company's own risk, including, without limitation, any damage caused by Authority or its tenants, invitees or guests, except that Authority shall be responsible for any damage it personally, intentionally and maliciously causes to the Airport. This Agreement shall not be construed or interpreted to impair or in any way limit Company's rights (whether by contract or otherwise) as to its customers or to third-parties, tenants, invitees or guests of the Airport. Without limiting the foregoing, Authority shall not be liable for any damage to the Airport used in connection with this Agreement arising out of or in connection with Authority's construction at

or development of the Airport, except to the extent attributable to Authority's gross negligence or willful misconduct.

16. No Exclusive Company Rights

Notwithstanding anything to the contrary herein, in no event shall Authority be prohibited from or incur penalties for contracting with another company to permit such Company to access the Airport to provide the same or similar Escort Services as are being provided by Company.

17. Remedies

In the event of any violation or threatened violation of any provision of this Agreement by Company, Authority shall have the right, in addition to any other remedy provided by law, in equity or this Agreement, to obtain an injunction against such violation or threatened violation.

18. Relationship of Authority and Company; No Interest in Real Estate; Recording

It is understood and agreed that this Agreement does not and shall not create the relationship of a partnership or joint venture between Authority and Company. This Agreement grants only non-exclusive rights to Company and creates no possessory or other interest in real property in favor of Company. This Agreement shall not be recorded in the real estate records without Authority's consent in its sole discretion.

19. Assignment; Successors and Assigns

No assignment or transfer of this Agreement or rights granted hereunder by Company is permitted.

20. Civil Rights

Company, with regard to the work performed by it under this Agreement, will, not discriminate on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity) age, or disability 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 including employment practices when the contract 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), as amended, generally and section 47123, specifically (prohibits discrimination based on race, creed, color, national origin, or sex) and all regulations promulgated by the Secretary of Transportation thereunder;
- 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) and all regulations promulgated by the Secretary of Transportation thereunder;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- K. Executive Order 13166, Improving Access to Escort 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 Contractor’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).

21. Notices and Communications

All notices or communications whether to the 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)

V.O.K. Protective Services, Inc.
7791 Northwest 46th Street, Suite 213
Doral, FL 33166
Attn: President

or

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attn: Chief Executive Officer
Hillsborough County Aviation Authority

(HAND DELIVERY)

Same as above.

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 required.

22. Compliance with Chapter 119, Florida Statutes 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:

- A. Keep and maintain public records required by Authority in order to perform the Escort Services contemplated by this Agreement.
- B. Upon request from Authority's 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 and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority under this Agreement. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority's custodian of public records, in a format that is compatible with the information technology systems of Authority.

23. Anti-Human Trafficking Laws

Company is required to complete Exhibit A, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Contract is executed and to complete a new Exhibit A for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 787.06(13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

24. Authority Approvals

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2025.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Arthur F. Diehl III, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

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 by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

V.O.K PROTECTIVE SERVICES, INC.

Signed in the presence of:

By: _____

Title: _____

Date: _____

Witness Signature

Print Name

Print Address

Witness Signature

Print Name

V.O.K PROTECTIVE SERVICES, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

(Signature of Notary Public – State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

(Type of Identification Produced)

EXHIBIT A

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of V.O.K. Protective Services, Inc. ("Company"), hereby attests under penalty of perjury that the Company:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: _____, 2025

Signed: _____

Entity: _____

Name: _____

Title: _____