

HILLSBOROUGH COUNTY AVIATION AUTHORITY

LICENSE AGREEMENT HILLSBOROUGH COUNTY (DANA SHORES PARKING)

TAMPA INTERNATIONAL AIRPORT

HILLSBOROUGH COUNTY

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TABLE OF CONTENTS

<u>Article Number</u>	<u>Article Title</u>
1	Recitals
2	Premises
3	Uses and Restrictions
4	Term
5	Fees, Accounting and Other Charges
6	Obligations of County
7	Maintenance and Repair
8	Improvements and Alterations by County
9	Title to Improvements
10	Default and Termination Rights
11	Disclaimer of Liens
12	Ingress and Egress
13	Indemnification
14	Insurance
15	Compliance with Laws, Regulations, Ordinances, Rules
16	FAA Approval
17	Damaging Activities
18	Americans with Disabilities Act
19	Non-Discrimination/Affirmative Action
20	Right to Develop Airport
21	Right of Entry
22	Right of Flight
23	Property Rights Reserved
24	Signs

TABLE OF CONTENTS (continued)

<u>Article Number</u>	<u>Article Title</u>
25	Assignment and Subleasing
26	Condemnation
27	Surrender of Premises
28	Personal Property
29	Applicable Law and Venue
30	Authority Approvals
31	Invalidity of Clauses
32	Notices and Communications
33	Subordination to Trust Agreement
34	Federal Right to Reclaim
35	Relationship of the Parties
36	Miscellaneous
37	Non-Exclusive Rights
38	Headings
39	Enjoyment
40	Time is of the Essence
41	Complete Agreement
Exhibit A-1	General Premises Location
Exhibit A-2	Legal Description and Sketch
Exhibit B	Event Dates
Exhibit C	Calculation of Payments

HILLSBOROUGH COUNTY AVIATION AUTHORITY
LICENSE AGREEMENT (DANA SHORES PARKING)
TAMPA INTERNATIONAL AIRPORT

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 5th day of August, 2020, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (the "Authority"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (the "County") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

WHEREAS, on July 8, 1968, Authority acquired 29.6 acres of property west of the approach end of Runway 9 as part of Authority's land acquisition activities (the "Dana Shores property"); and

WHEREAS, the Dana Shores property is adjacent to a City of Tampa park, known as Skyway Park, that is managed by County and is utilized by the community for youth football activities; and

WHEREAS, the need occasionally arises for additional parking for motor vehicles in connection with the events held at Skyway Park; and

WHEREAS, Authority considers that the use of the Dana Shores property as an overflow parking facility adjacent to the public park enhances public acceptance of the Airport in the community; and

WHEREAS, the Parties entered into that certain License Agreement dated September 5, 2013 for additional parking for Tampa Bay Youth Football League (TBYFL) events that expires on September 30, 2020; and

WHEREAS, the Parties desire to continue the availability of additional parking for TBYFL events at this location; and

WHEREAS, Authority agrees to grant to County a license to continue to access approximately 1.33 acres of the Dana Shores property adjacent to Skyway Park for overflow parking of motor vehicles.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties enter into this Agreement and agree as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2
PREMISES

Authority hereby grants to County a non-exclusive, revocable license to use certain unimproved real property consisting of approximately 1.33 acres of land (57,723.28 square feet, more or less), the location of which is generally depicted in Exhibit A-1 dated February 2020, attached hereto and by this reference made a part hereof, and legally described and depicted on Exhibit A-2 dated February 2020, attached hereto and by this reference made a part hereof, (the "Premises"). County accepts the Premises in "as is" condition.

ARTICLE 3
USES AND RESTRICTIONS

3.01 Permitted Uses

Premises will be used solely and exclusively for overflow parking for TBYFL events at Skyway Park in Tampa, Florida, hereinafter referred to as "Event Dates", estimated to be twenty (20) occasions per year and listed on Exhibit B, attached hereto and by this reference made a part thereof. County will give at least 30 days' advanced written notice to Authority when more than twenty (20) events are scheduled at Skyway Park for which the use of the Premises by County will be required. Except for those periods of time when County will have the right to use the Premises under this Agreement, Authority will have the right to use the Premises for its own purposes or to make the Premises available to any third party.

3.02 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing County to conduct any business separate and apart from the specific uses of Premises described herein.
- B. County is expressly prohibited from subletting, co-opting, or any other arrangement which would result in the ownership, lease, or use of the Premises by an entity or individual other than County or TBYFL.
- C. County will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to

time at Airport; and County will not engage in any activity prohibited by Authority's existing or future noise abatement procedures nor its Rules and Regulations and Operating Directives.

- D. The rights and privileges granted County pursuant to this Article will be subject to any and all Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- E. County will not do or permit to be done anything, either by act or failure to act, that will cause the termination or violation of the provisions, or any part thereof, of any insurance policy of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act, or failure to act, on the part of County will cause termination of any such policy of Authority, County will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if County will do or permit to be done any act not expressly permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act will constitute a breach of this Agreement, which causes an increase in Authority's insurance premiums, County will immediately remedy such actions and/or pay the increase in premiums, upon notice from Authority to do so; but in any event, County will hold Authority harmless for any expenses and/or damage resulting from any action as set forth in this paragraph.
- F. Nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, other than the rights granted herein for the use of Premises by County.
- G. Any and all rights and privileges not specifically granted to County for its use of and operations at Airport pursuant to this Agreement are hereby reserved for and to Authority.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement will become effective upon execution by County and approval and execution by Authority ("Effective Date").

4.02 Term

The term of this Agreement will commence October 1, 2020 and will continue until September 30, 2024, unless terminated earlier as provided herein.

4.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for two (2), two (2) year periods, if County is not in default of any terms of this Agreement or in the payment of any fees or other charges due to Authority under this Agreement, upon written notice by County at least 60 days prior to Agreement expiration and written acceptance by Authority's Chief Executive Officer (CEO) or designee. Such renewals will be effective by letter, executed by the CEO, without formal amendment to this Agreement. If such renewal options are exercised by County and approved by CEO, this Agreement will have a final termination date of September 30, 2028.

4.04 Commencement of Fees and Charges

The fees and other charges due hereunder will commence on October 1, 2020, and will continue throughout the term of this Agreement and any renewal periods unless this Agreement is terminated as provided herein.

4.05 Termination

This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to County. This Agreement may be terminated by County, with or without cause, if County is not in default of any terms of this Agreement or in the payment of any fees or other charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice of termination or such date set forth in the notice of termination.

ARTICLE 5

FEES, ACCOUNTING AND OTHER CHARGES

5.01 Fees for Premises

As consideration for the use of the Premises, the County agrees to pay an annual fee of \$2,861.49 per year, as calculated on Exhibit C, attached hereto and by this reference made a part hereof, hereinafter referred to as "Calculation of Payments", which is due and payable in advance and without demand annually on the 1st of October. The 2020 annual fee was calculated by using the Consumer Price Index beginning with the previous 2019 annual fee of \$2,580.94. For the purposes hereof, the term "Consumer Price Index" will mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. City Average: all items), issued by the Bureau of Labor Statistics for the U.S. Department of Labor using the year 1982-84 as a base year of one-hundred (100) (the "Index Number"). The 2020 annual fee was determined by increasing by a fraction, the

numerator of which will be the Index Number for the most recent December 2019 and denominator of which will be the Index Number for December 2012. The CPI index for December 2012 was 225.889 and the CPI for December 2019 was 250.452. Should TBYFL fail to make timely payment, County may make payment within fifteen (15) days after Notice from Authority or choose to terminate this Agreement. If no payment is received by Authority within forty-five (45) days of invoice, Authority may choose to terminate this Agreement.

5.02 Additional Uses

Any additional use of the Premises by County must be requested in writing thirty (30) days in advance by the County and approved in writing by the Authority's CEO or designee. Payment for such additional use will be calculated at the per day rate of \$119.23 and will be payable within thirty (30) days of additional use, without demand by Authority. Should additional events be approved for which the Premises is required, Exhibit B will be revised by letter from the County, Director of Parks and Recreation and without formal amendment to this Agreement.

5.03 Renewal Option Period and Fee Adjustment

At the commencement of each renewal option period, Authority may, at its option, adjust the annual fee by using the CPI to be paid for the remaining term of the Agreement. In the event that the Index Number herein referred to will cease to be published during the term of this Agreement, including any exercised renewal term, or a substantial change is made in the method of establishing the Index Number, then the determination of any annual adjustment of the then current annual fee will be made with the use of such conversion factor, formula or table as may then be published by the Bureau of Labor Statistics, or if none is available, the Parties will accept comparable statistics on the cost of living in the United States as will then be computed and published by any agency of the United States, or if none, by a respected periodical mutually agreeable to the Parties.

Notwithstanding any other provision in this Agreement, County may terminate this Agreement within thirty (30) days of written notification of any fee adjustment. The termination must be by written notice to Authority.

5.04 Fees and Other Payments a Separate Covenant

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

5.05 Interest on Delinquent Charges or Fees

Without waiving any other right or action available to Authority in the event of default of County's payment of charges or annual fees hereunder, and in the event County is delinquent in paying to Authority any charges or annual fees for a period of five business days after the payment is due, Authority reserves the right to charge County interest thereon from the date the annual fees or charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the annual fees or charges became due plus four percent (FRBNY prime + four percent (4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law.

5.06 Place of Payments

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

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

or
(MAIL DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 919730
Lock Box ID: REV X6306
Orlando, Florida 32891-9730

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607

ARTICLE 6

OBLIGATIONS OF COUNTY

6.01 Business Operations

County will conduct its operations hereunder in a lawful, orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near Premises or elsewhere on Airport.

6.02 Conduct Of Employees And Invitees

County will, within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with County and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

6.03 Janitorial Services

Janitorial services are not provided by Authority under this Agreement. County will require TBYFL to promptly remove from Premises, or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy of Premises or their operations. Any garbage, debris or waste which is temporarily stored on Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. TBYFL will use extreme care when effecting removal of all such waste.

6.04 Nuisance

County will prohibit TBYFL from committing any nuisance, waste, or injury on Premises or elsewhere on Airport and County will not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste, or injury.

6.05 Flammable Liquids

County will not keep or store flammable liquids within any covered or enclosed portion of Premises without the prior written approval of Authority. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

6.06 Frequency Protection

Should County install any type of radio transceiver or other wireless communications equipment, County will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of County's equipment. Should interference occur as a result of County's installation, Authority reserves the right to shut down County's installation until appropriate remedies to the interference are made by County. Such

remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at County's expense.

6.07 Taxes

County will require TBYFL to bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, that are assessed against County's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by County hereunder, whether levied against County or Authority. County will also pay any other taxes, fees, or assessments against Premises or leasehold estate created herein. County will pay the taxes, fees, or assessments as reflected in a notice County receives from Authority or any taxing authority within 30 days after County's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. Upon request of County, Authority will attempt to cause taxing authority to send the applicable tax bills directly to County, and County will remit payment directly to the taxing authority. If County disputes any tax, fee, or assessment, County will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

6.08 Permits and Licenses

County will require TBYFL to obtain and maintain throughout the term of this Agreement, all permits, licenses, or other authorizations required in connection with the operation of TBYFL's business on Premises and/or at Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

6.09 Vapor or Smoke

County will prohibit TBYFL from creating any obnoxious odor, smoke or noxious gases or vapors upon Premises or elsewhere on Airport.

ARTICLE 7

MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Except as set forth below, Authority will not be liable for or required to make any repairs or perform any maintenance upon Premises. Authority retains the right, after giving reasonable advance notice to County, to enter upon Premises to perform any repair thereon, including utilities, which serve, in whole

or in part, areas other than Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with activities authorized by this Agreement.

The Authority will replace the existing gate locks with new combination locks and the code will be shared with the County. Authority will maintain Premises in "field mowing" condition approximately one time per month according to the Authority's schedule.

7.02 County's Responsibilities

County will, throughout the term of this Agreement, assume responsibility for all repair and maintenance on Premises, whether such repair or maintenance is ordinary or extraordinary. Without limiting the generality hereof, County will require TBYFL to:

- A. Keep Premises and all of County's and TBYFL's fixtures, equipment, and personal property that are located on any part of Premises open to or visible by the general public, in a clean and orderly condition and appearance; and
- B. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinances, resolutions or regulation of any competent authority; and
- C. Keep all areas of Premises in a state of good repair including repair of any damage to any pavement or other surface of Premises, or any building or improvements, caused by weathering and/or aging, County's or TBYFL's operations, or by any oil, gasoline, grease lubricants, or other substances having a corrosive or detrimental effect thereon; and
- D. Take such anti-erosion measures, including but not limited to, the planting and replanting of grasses, with respect to all portions of Premises not paved or built upon; and
- E. Be responsible for the maintenance and repair of all utility service lines, except common utility lines, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon Premises and used by County and/or TBYFL exclusively; and
- F. Provide general security for the Premises during use by TBYFL. The Authority assumes no responsibility for the protection of the Premises or of those using the Premises at any time during County or TBYFL's use thereof; and

- G. Make any repairs required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises.

7.03 Reimbursement of Authority Made Repairs

If County fails to perform County's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to County, afforded County a period of 30 days within which to correct such failure. Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on Premises by County, County's agent, or TBYFL.

Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, County will pay all such costs and expenses incurred by Authority, plus a fifteen percent (15%) administrative charge, within fifteen (15) days from the date of the invoice. Failure of County to pay will be a condition of default of this Agreement.

ARTICLE 8

IMPROVEMENTS AND ALTERATIONS BY COUNTY

8.01 Written Approval

An Authority "Tenant Work Permit" is required anytime County performs or hires an outside contractor to perform any construction on or modification or alterations to Premises. County will make no improvements or alterations whatsoever to Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within 30 days after receipt by Authority of County's plans and specifications, Authority will inform County that the plans and specifications are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

8.02 Conditions

If County's request for approval to make improvements or alterations is granted, the following conditions will apply:

- A. County will obtain, at County's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the State of Florida, Hillsborough County, City of Tampa and the Authority.

- B. County agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual, and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. County agrees to hire only licensed contractors and subcontractors.
- D. County covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by County or were required by Authority or any other regulatory agency.
- E. County agrees to be solely responsible for any damage to Premises or Airport property resulting from County's construction of improvements or alterations.

8.03 Completion of Improvements:

Within ninety (90) days of completion of any construction herein permitted, County will cause to be prepared and delivered to Authority record documents as required under the Tenant Work Permit process, including, but not limited to, as-built drawings, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Operating Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time

ARTICLE 9

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed upon the Premises, with or without consent of Authority, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like which, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of the Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises, or, at Authority's sole option, Authority may require County to remove the improvements and restore the Premises to its original condition. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with County and will be removed from the Premises upon termination or expiration of this Agreement. County will pay any costs associated with the restoration of the Premises to its original condition upon such removal.

ARTICLE 10
DEFAULT AND TERMINATION RIGHTS

10.01 Events of Default

The following events will be deemed events of default by County:

A. The failure or omission by County to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein; or

B. The conduct of any business or performance of any acts on the Premises not specifically authorized in this Agreement or by any other agreement between the Authority and County, and County's failure to discontinue that business or those acts within thirty (30) days of receipt by County of Authority's written notice to cease said business or acts.

10.02 Authority's Remedies

In the event of any of the foregoing events of default, Authority, at its election, may exercise the following option, the exercise of which will not be deemed to preclude the exercise of any other remedy otherwise provided by statute or general law:

Declare this Agreement to be terminated, ended, null and void.

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

10.03 Continuing Responsibilities of County

Notwithstanding the occurrence of any event of default, County will remain liable to Authority for all prompt payment of all fees and other charges, payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, County will remain liable for and promptly pay any and all fees and other charges accruing hereunder until termination of this Agreement.

10.04 County's Remedies

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

ARTICLE 11

DISCLAIMER OF LIENS

County agrees not to encumber the Premises indirectly or directly without prior written consent of Authority and to keep the Premises free from all encumbrances, including but not limited to, mortgages, pledges, liens (equitable or otherwise), charges, security interests or other claims of any nature.

The interest of Authority in the Premises and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for County to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and County, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or common use areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for County to the Premises. County is specifically prohibited from subjecting Authority's interest in the Premises or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for County or for any materials, improvements or work for which County is responsible for payment. County will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or common use areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and County, County will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while County contests to conclusion the claim giving rise to such lien.

County will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require County, at County's expense, to indemnify Authority, its Board Members, officers, employees, agents, servants and volunteers against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 12

INGRESS AND EGRESS

12.01 Use of Public Way

County will have the right of ingress to and egress from the Premises for County's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Federal Aviation Regulations as amended, applicable laws, and Authority's right to establish Rules and Regulations and Operating Directives governing (a) the general public, including County's customers, and (b) access to non-public areas on Authority's property by County employees, suppliers of materials, and furnishers of service.

12.02 Methods of Ingress or Egress

Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any method of ingress or egress to the Premises, so long as a means of ingress and egress reasonably equivalent is concurrently made available to County. County hereby releases and discharges Authority from any and all claims, demands, or causes of action which County may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 13
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to County's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, County will indemnify and hold harmless Authority, its members, officers, agents, employees, 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 attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant by County or County's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by County whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of Authority, its members, officers, agents, employers and volunteers.

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

1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant by County or County's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by County whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to County 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 Authority, its members, officers, agents, employers 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, County agrees to the following: To the maximum extent permitted by Florida law, County will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of County and persons employed or utilized by County 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 law, then with respect to the part so limited the monetary limitation on the extent of the indemnification

shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the County shall indemnify and hold harmless the State of Florida, 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 County and persons employed or utilized by the County 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. County's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers 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 Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving County of any of its obligations under this Article.
- I. If the above sub-articles A – H or any part of sub-articles A – H are deemed to conflict in any way with any law, the sub-article or part of the sub-article will be considered modified by such law to remedy the conflict.

ARTICLE 14
INSURANCE

14.01 Conditions of Acceptance

Insurance maintained by County 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 > [Learn](#) about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

Notwithstanding any provision in the Agreement to the contrary, the insurance requirements specified in the Article 14 may be satisfied by certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes (which provisions are not expanded, altered or waived).

14.02 Self-Insurance Program

County is a self-insured political subdivision of the State of Florida and a State of Florida constitutional officer with regard to general liability, automobile liability and property damage and agrees to apply same when necessary and appropriate in order to protect the Authority from claims based on bodily injury, property damage, occurrence covering premises/operations, products/completed operations, personal/advertising injury, contract, independent contractors, broad form property damage, automobile liability and Workers' Compensation claims (including Employers' Liability) covering County's employees, resulting from County's negligent actions or omissions on the Premises. The obligations of County to protect Authority will be limited to the extent of the monetary limits provided by the waiver of sovereign immunity established by Florida Statute Section 768.28; however, if the monetary limits provided by Florida Statute Section 768.28 are not applicable to the claim, County's obligation to protect Authority will not be limited by such monetary limits.

14.03 Insurance Terms and Conditions

The County must maintain the following limits and coverages uninterrupted or amended throughout the term of this Agreement. In the event the County defaults on 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 as their interest may appear under this Agreement. County will provide Authority the right to inspect and review and coverage provided in satisfaction of this Agreement.

14.04 Required Coverage – Minimum Limits

Workers' Compensation/Employer's Liability Insurance

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

Business Auto 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 (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement are:

Each Accident – Bodily Injury and Property Damage Combined	\$1,000,000
---------------------------------------------------------------	-------------

Commercial General Liability – Products & Completed Operations Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the County under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the County 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.

	<u>Agreement Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

Waiver of Subrogation

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

ARTICLE 15

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

County, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. County, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of County or Authority by the Federal Aviation Administration or Transportation Security Administration (TSA). If County, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, County will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by County within ten days of written notice.

ARTICLE 16

FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 17

DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on Premises that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to Premises. Nothing will be done on Premises, other than as provided in this Agreement that will increase the rate of or suspend the insurance on Premises or on any structure of Authority. No machinery or apparatus will be used or operated on Premises that will damage Premises or adjacent areas; provided, however, that nothing in this section will preclude County from bringing or using on or about Premises, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of County's business under this Agreement.

The term "Hazardous" will mean:

- 17.01 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- 17.02 Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local 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
- 17.03 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
- 17.04 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 17.05 Any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- 17.06 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 18

AMERICANS WITH DISABILITIES ACT

County 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, codes, guidelines, and regulations, and will cooperate with Authority concerning the same subject matter.

ARTICLE 19

NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of County; or

- C. Take any other action determined to be appropriate by Authority or the FAA.

19.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:

County 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 County from the effective date through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- (2) This provision also obligates County 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 County 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.

19.02 Civil Rights – Title VI Assurances

- A. Compliance with Non-Discrimination Requirements:

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

- (1) Compliance with Regulations: County 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 Agreement.

- (2) Non-Discrimination: County, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. County 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 19.02(B) below, including employment practices when this Agreement 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 County 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 County of County's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: County 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, County 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 County's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: County will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. County 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 County becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, County may request Authority to enter into any litigation to protect the interests of Authority. In addition, County may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, County, 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, County must take reasonable steps to ensure that LEP persons have meaningful access to County's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits County from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

County must comply with this Article 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 County 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.

ARTICLE 20
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of County or its subcontractors and without interference or hindrance.

ARTICLE 21
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring County's compliance with the terms of this Agreement.

ARTICLE 22
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. County further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 23
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon, of which said Premises are a part. County understands and agrees that this Agreement will be subordinate to the provisions of any existing or future Agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any

terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 24

SIGNS

24.01 Written Approval

Except with the prior written approval of Authority, County will not erect, maintain, or display any signs or any advertising at or on the Premises.

24.01 Removal

Upon the expiration or termination of Agreement, County will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and, in connection therewith, will restore the portion of the Premises affected by such signs or advertising to the same conditions as existed at the commencement of the term. In the event of failure on the part of County to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, Authority may perform the necessary, at the cost of County.

ARTICLE 25

ASSIGNMENT AND SUBLEASING

County will not assign this Agreement or sublease Premises without the prior written consent of Authority. However, by entering into this Agreement, Authority expressly consents to the use of the Premises by TBYFL.

ARTICLE 26

CONDEMNATION

If the whole or any part of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and County will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of the Agreement or for the value of any Premises improvements. However, nothing in this provision will

limit or destroy any right of County to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law allow and apply.

ARTICLE 27

SURRENDER OF PREMISES

County will surrender up and deliver the Premises to the Authority upon the conclusion of the term in the same condition as existed at the commencement of the term, ordinary wear and tear excepted. Provided County is not in default of this Agreement, County will immediately remove all of its personal property from the Premises at the conclusion of the term. Failure on the part of County to remove its personal property within ten days after the date of termination will constitute a gratuitous transfer of title thereof to the Authority for whatever disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property will be borne by the County. If County is in default of any fee terms of this Agreement, Authority will have a lien for such fee upon any property found upon the Premises in accordance with Florida Statutes and, in such event, County will not remove any property from the Premises without written approval of the Authority.

ARTICLE 28

PERSONAL PROPERTY

Any personal property of County or others placed in the Premises will be at the sole risk of the County and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and County hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Premises by the Authority.

ARTICLE 29

APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

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

ARTICLE 30
AUTHORITY APPROVALS

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

ARTICLE 31
INVALIDITY OF CLAUSES

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

ARTICLE 32
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to County 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: COMMERCIAL REAL ESTATE

Or
(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400
TAMPA, FLORIDA 33607
ATTN: COMMERCIAL REAL ESTATE

TO COUNTY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY
FACILITIES MANAGEMENT SERVICES DEPT.
601 E. KENNEDY BLVD., 23RD FLOOR
TAMPA, FL 33602
ATTN: DIRECTOR

Or
(HAND DELIVERY)
HILLSBOROUGH COUNTY
COUNTY PROPERTIES SECTION
601 E. KENNEDY BLVD. 23RD FL.
TAMPA, FL 33602
ATTN: SECTION MANAGER

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this article. If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

ARTICLE 33

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of County hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 34

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, County's obligation to pay fees will cease; however, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 35

RELATIONSHIP OF THE PARTIES

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

ARTICLE 36

MISCELLANEOUS

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

ARTICLE 37

NON-EXCLUSIVE RIGHTS

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

regulations.

ARTICLE 38
HEADINGS

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

ARTICLE 39
ENJOYMENT

Authority represents and warrants that County will peaceably have, hold, and enjoy the Premises during the term without hindrance or molestation from Authority, subject however, to all the terms and provisions hereof and covenants, easements, and other encumbrances now affecting the Premises.

ARTICLE 40
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 41
COMPLETE AGREEMENT

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

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2020.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary
Address: PO Box 22287
Tampa FL 33622

BY:

Gary W. Harrod, Chairman
Address: PO Box 22287
Tampa FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

WITNESS:

Signature

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

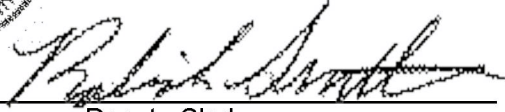
Printed Name

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

ATTEST: PAT FRANK
Clerk of Circuit Court

HILLSBOROUGH COUNTY, FLORIDA,
a political subdivision of the State of Florida




Deputy Clerk

By: 
Chairman, Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO.

20-0790

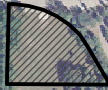
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Charlotte Diggs
Assistant County Attorney

MEMORIAL BLVD

EISENHOWER BLVD

COURTNEY
CAMPBELL
CAUSEWAY



LEGEND

 LEASED PREMISES

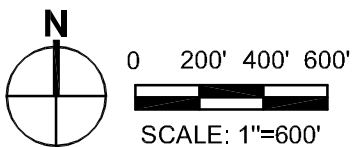


EXHIBIT A-1
DANA SHORES - SKYWAY PARK
OVERFLOW PARKING LEASE LOCATION



HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA - FLORIDA

February 2020

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622



SECTION 7, TOWNSHIP 29 SOUTH, RANGE 18 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

Lease Description

A portion of the land lying within Section 7, Township 29 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Southwest corner of Section 7, Township 29 South, Range 18 East, Hillsborough County, Florida; thence along the Westerly boundary of said Section 7, North 01°09'15" East a distance of 332.58 feet; thence leaving said Section line South 88°52'45" East a distance of 218.93 feet to the North and South projection of Dana Shores Unit No. 6A and Unit No. 6 as recorded in Plat Book 42, Page 19 and Plat Book 41, Page 48 respectfully of the Public Records of Hillsborough County, Florida; thence along said projected line of Dana Shores Unit No. 6A and Unit No. 6, North 01°07'00" East a distance of 1848.35 feet; thence leaving said line South 89°44'30" East a distance of 165.02 feet to the **POINT OF BEGINNING**; thence along a line 165 feet East of and parallel with the East line of said Dana Shores Unit No. 6, North 01°07'00" East a distance of 250.03 feet to a point on the Southerly right of way line of Memorial Highway (80' right of way per Official Records Book 1918, Page 209 as recorded in the Public Records of Hillsborough County, Florida); thence along said right of way line South 89°44'30" East a distance of 15.79 feet to the beginning of a curve; thence along the said right of way line and arc of said curve 281.08 feet, concave to the Southwest, having a radius of 271.05 feet with a chord bearing of South 60°02'01" East and chord distance of 268.65 feet; thence continue along the Westerly right of way line of Memorial Highway, South 30°19'30" East a distance of 135.74 feet; thence leaving said right of way line, North 89°44'30" West a distance of 321.94 feet to the **POINT OF BEGINNING**.

Containing 57723.28 square feet (1.33 acres), more or less.

Basis of Bearing is referenced to the Westerly Boundary of Section 7, Township 29 South, Range 18 East, being North 01°09'15" West as recorded in Official Records Book 1918, Page 209, Hillsborough County, Florida.

HCAA NO:

505 311 061 52149



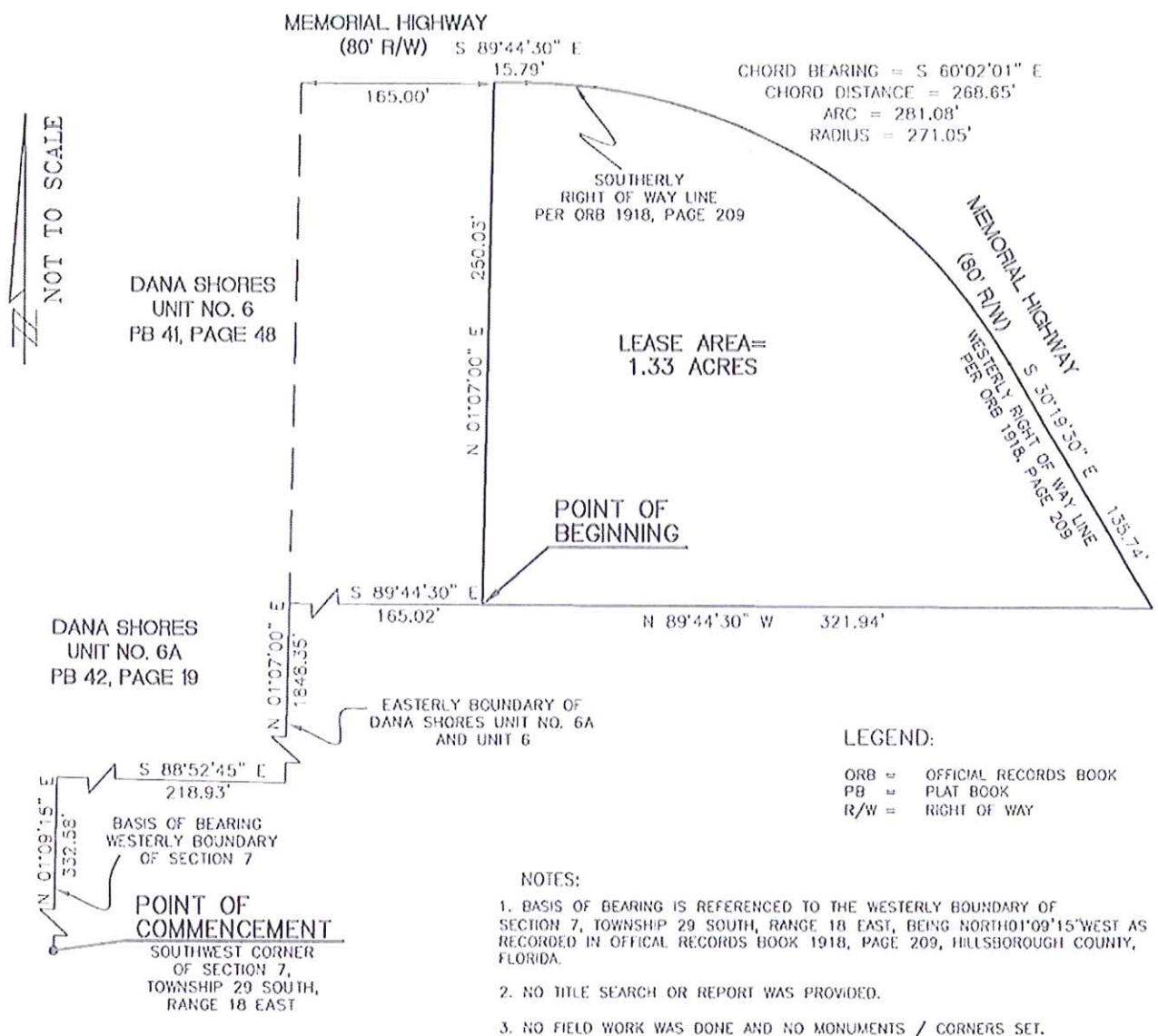
TBE GROUP, INC.
Engineers-Planners-Subsurface Utility Engineers
Surveyors and Mappers
380 Park Place Boulevard, Clearwater, Florida 33759
Telephone (727) 531-3505, Facsimile (727) 431-1701
Certificate of Authorization: LB 6668
State of Florida

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 Certificate of Authorization: LB 6558
 State of Florida

SKETCH
 NOT A SURVEY

REVISED WEST LINE ON 09/23/2008

CALCULATED BY: JDL	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 61G17-6, Florida Administrative Code.
CHECKED BY: DJH	
HCAA NO: SEE SHEET 1	

DATE 09/23/08

DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196
 STATE OF FLORIDA, PHONE # (727) 531-3505

SEAL

EXHIBIT B – EVENT DATES

Hillsborough County Dana Shores – (Skyway Park) Overflow parking:

2020 Dates:

August 14th
August 21st
August 28th
September 5th
September 12th
September 19th
September 26th
October 3rd
October 10th
October 17th
October 24th
October 31st
November 7th
November 14th
November 21st
November 28th
December 5th
December 12th
December 19th

2021 Dates:

January 2nd

Hillsborough County Dana Shores

Year	CPI	CPI	Change	Fee Prior Year	Adjusted for CPI Change
2012	Dec-12	225.889			
2020	Dec-19	250.452	10.87%	\$2,580.94	\$2,861.49
		24.563			
		0.108739			
		10.87392			

CPI Increase
\$280.55

EXHIBIT C - CALCULATION OF PAYMENTS

\$119.23 FMRV per use (per day for 24 days)

**CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value**

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted
Title: workers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base: 1982-84=100
Period:
Years: 2009 to 2019

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	