This Service Level Agreement (SLA) is between the Hillsborough County Aviation Authority (Authority) an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622, and Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC (Company), authorized to transact business in the State of Florida with offices at 1551 North Tustin Avenue, #650, Santa Ana, California, 92705 (collectively hereinafter referred to as the Parties).

The Parties enter into this SLA with SLA Exhibits A through E pursuant to State Term Contract (STC) No.: 92121500-20-01 in accordance with the terms and conditions of State of Florida Request for Proposals No. 92121500-19-A (Solicitation).

SLA Exhibits:

- A Scope of Services
- B Facility List
- C Pricing Schedule
- D Authority Policy P412 Travel, Business Development and Working Meals Expenses
- E Scrutinized Company Certification Form

The Parties, therefore, agree as follows.

DEFINITIONS

1. Access Point

A portal by which an Aviation Worker accesses a secured area or sterile area from a public area in a passenger terminal building(s). The following areas are not considered to be Access Points: (1) Access Points limited to exclusive use by Law Enforcement Officers (LEOs), fire department, and/or emergency medical services; (2) vehicle Access Points; (3) outdoor pedestrian Access Points; (4) TSA screening checkpoints, including Known Crewmember (KCM) portals; (5) transition points between the secured area and sterile area; and (6) emergency exit doors.

2. Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

3. Airport

Tampa International Airport.

4. Airport Operations Center (AOC)

The Airport's dispatch center staffed 24 hours for all emergencies and after-hours maintenance work orders.

5. Airside Terminals

The passenger transportation facilities at the Airport, existing or under construction as of the effective date of this SLA, or to be constructed during the Term of this SLA, designated as A, C, E, and F, supporting passenger airline operations and connected to the Main Terminal through which passenger aircraft are loaded or unloaded.

6. Authority Business Days

8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, except for Authority holidays.

7. Aviation Worker

An individual with unescorted access authority to an airport's secured area and/or sterile area and who is not a traveling passenger. The definition also includes any individual under the escort of an Aviation Worker authorized to access the designated area.

8. Board

The Hillsborough County Aviation Authority Board of Directors.

9. CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

10. CSS

Contract Screening Service.

11. Explosives Detection Screening Equipment (EDSE)

Security designed to detect the presence of explosives on an individual person and accessible property.

12. FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

13. Fiscal Year

October 1st through September 30th.

14. Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

15. Operational Screening Hour

Operational screening activity at one Access Point conducted by one team of screeners. A team of screeners consists of two or more individuals. If more than one team is conducting a screening activity at more than one Access Point during the same hour, they are considered separate Operational Screening Hours, and both hours would count towards the Airport's total allocation requirement. Operational Screening Hours are not considered the same as Full-Time Equivalent (FTE) hours.

16. Personnel

Individuals who are directly employed or contracted by the Company to perform the Services at the Airport.

17. Post Order

The instructions and procedures for staffing individual posts, including any necessary emergency procedures, setting forth the work to be performed by CSS Personnel.

18. Purchase Order

A document that authorizes a purchase transaction between the Authority and the Company which incorporates the Solicitation, STC No. 92121500-20-1, and this SLA, including all exhibits and appendices, the Company's response to the Solicitation, and the Purchase Order Terms and Conditions.

19. Random Continuous Manner

The procedure by which an operator randomly selects an Aviation Worker for screening and, upon completing the screening of that Aviation Worker, selects the next available Aviation Worker for screening.

20. Screening

Non-discriminatory physical and/or technology-based process used to search Aviation Worker(s) and their property to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries into a secured area or sterile area.

21. Services

The services as detailed in Exhibit A, Scope of Services and STC No. 92121500-20-01.

22. Staffing Report

A report created by Company that lists the proposed CSS Personnel that will provide Services for an upcoming week.

23. TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

SECTION 1. TERM

1.1. Initial Term

The initial SLA Term shall begin on August 3, 2023 and expire on March 8, 2025 (Term).

1.2. Renewal Term

This SLA may be renewed at the same terms and conditions hereunder for a period that will not exceed the initial five (5) year Term of STC No. 92121500-20-01. Any renewal must be provided at the applicable pricing specified in STC No. 92121500-20-01 and in accordance with SLA Exhibit C at the discretion of the CEO or designee. Such renewal will be effective by the issuance of a written letter to Company by the Authority Vice President of Procurement. If such renewal is exercised, this SLA will have a final termination date of March 8, 2030. Any renewal is contingent upon the satisfactory performance of the Company and subject to the availability of funds. Rate increases effective annually will be set at 3% or the Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater Market, whichever is greater, as reported by the U.S. Bureau of Labor Statistics. The annual increase will measure the change over the preceding 12 months ending each May. Company must provide written notice to Authority Contract Manager of any rate increase requested by June 15th of each year.

1.3 Commencement of Operations

Company will begin providing Services on August 3, 2023 and will continue for the Term, and any renewal Term, of this SLA.

1.4 Early Termination

Authority may terminate this SLA, without cause, by giving sixty (60) days prior written notice to Company. Company has the right to terminate this SLA, without cause, by giving one hundred eighty (180) days prior written notice to Authority.

SECTION 2. SLA DOCUMENT

2.1. This SLA sets forth the entire understanding of the Parties and consists of the documents

listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

2.1.1. This SLA

2.1.2. STC No. 92121500-20-01

2.1.3. The Solicitation

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager

The Contract Manager is primarily responsible for overseeing and monitoring the Company's performance under this SLA to ensure compliance with all SLA provisions. At the discretion of the Authority's Contract Manager, monitoring may include bi-weekly meetings between the Company and the Contract Manager to address any areas of concern. The Contract Manager is:

Name: Scott Rooney Title: AOC Training and Compliance Manager Company: Hillsborough County Aviation Authority Address: 5411 SkyCenter Drive, Suite 500, Tampa, FL 33607 Telephone: (813) 468-0748 Email: <u>srooney@tampaairport.com</u>

In the event the Authority changes the Contract Manager, the Authority will notify the Company's Representative in writing via email. Such changes do not require a formal written amendment to this SLA.

3.2. Company Representative

The Company's employee who is primarily responsible for overseeing the Company's performance of Services pursuant to the terms of this SLA and STC No. 92121500-20-01 is:

Name: Bob Wood Title: President Florida Region Company: Universal Protection Service, LLC dba Allied Universal Security Services, LLC Address: 4350 W. Cypress Street, Suite 600, Tampa FL 33607 Telephone: 347-728-1702 Email: <u>bob.wood@aus.com</u>

In the event the Company changes the Company Representative, the Company will notify the Authority's Contract Manager in writing via email. Such changes do not require a formal written amendment to this SLA.

SECTION 4. ADDITIONS TO THE STATE TERM CONTRACT SCOPE OF WORK REQUIRED BY THE AUTHORITY

See Exhibit A.

SECTION 5. FACILITIES/LOCATIONS

Authority facilities covered by this SLA shall be set forth in Exhibit B. During the Term of this SLA, and

any renewal Term, the Authority shall have the right to add and/or delete facilities covered by this SLA by updating Exhibit B and providing a copy to the Company. Additions shall be priced based on Exhibit C.

SECTION 6. TRANSITION PLAN

Within ten (10) Authority Business Days after SLA execution, the Authority Contract Manager will conduct a kick-off meeting and/or conference call with the Company to discuss Exhibit A and required work.

SECTION 7. AUTHORITY FURNISHED ITEMS

- **7.1** The Authority will furnish, without cost to the Company, the following materials and equipment to be used in connection with the performance of this SLA. The Authority will provide the following:
 - 7.1.1 Parking for Company Personnel performing Services at the Airport; and
 - **7.1.2** All supplies and equipment required to perform employee screenings (i.e. handheld metal detectors, tables, gloves, etc.).

SECTION 8. COMPANY FURNISHED ITEMS

- **8.1** The Company will furnish, without cost to the Authority, the following materials and equipment to be used in connection with the performance of this SLA. The Company will provide the following:
 - 8.1.1 Cell phones for all Personnel performing Services at the Airport; and
 - **8.1.2** Company uniforms to include insignia, patches, and name tags as outlined in Exhibit A.

SECTION 9. PERFORMANCE STANDARDS

9.1 Disincentive Charges

One of the Authority's primary goals in entering into this SLA is to ensure the security of the Airport. Company agrees that the Authority will suffer damages if Company breaches the performance standards set forth in this SLA. Company further agrees that, due to the nature of the performance standards set forth in this SLA, the actual damages to the Authority are not readily ascertainable at the time of contracting and would be impractical or very difficult to quantify. As such, in addition to all other remedies available under this SLA, Company may be subject to the disincentive charges set forth below if the Company breaches the performance standards in this SLA. The amounts set forth below have been agreed upon by the Parties' as a reasonable estimate of the Authority's damages in the event of such a breach. The Authority's acceptance of any disincentive payment as a result of a Performance Standard Breach will not prevent the Authority from exercising any other right or remedy available to the Authority under this SLA or at law.

9.2. Performance Standard Breaches

The following specific breaches shall be referred to as Performance Standard Breaches. Each day that the Company is in breach shall be considered a separate occurrence, subject to additional disincentive charges. Company agrees to pay the Authority the amount specified below as a disincentive charge for the applicable Performance Standard Breach:

- **9.2.1** Failure to provide any Services required by **Exhibit A, Paragraph I** of this SLA. Five Hundred Dollars (\$500) per occurrence.
- **9.2.2** Failure to provide as many CSS Personnel (trained, qualified, and experienced) as may be required by the Authority pursuant to **Exhibit A, Paragraph II (A).** Five Hundred Dollars (\$500) per occurrence.
- **9.2.3** Failure to comply with **Exhibit A, Paragraph II (B)(12)** of this SLA, which requires Company to notify the Authority of all CSS Personnel who are unable to arrive on time for their scheduled assignment, as indicated on an approved Staffing Report, and to immediately provide an appropriately qualified and trained replacement for the scheduled assignment or, if Company is unable to staff the scheduled assignment, to immediately notify the Authority. Two Hundred Fifty Dollars (\$250) per occurrence.
- **9.2.4** Failure of CSS Personnel to comply with the appearance/conduct requirements set forth in **Exhibit A, Paragraph II (C)** of this SLA. Fifty Dollars (\$50) per occurrence, except it is Two Hundred Fifty Dollars (\$250) per occurrence for failure to comply with **Exhibit A, Paragraph II (C)(6)**, which prohibits CSS Personnel from sleeping or the appearance thereof.

9.3 Procedure for Declaring Performance Standard Breaches

The determination as to whether performance standards have been breached is at the reasonable discretion of the Authority. Upon determining the existence of a Performance Standard Breach, the Authority shall issue a written notice to the Company of the occurrence of such Breach and the Authority's claim for disincentive payment. The notice of Performance Standard Breach shall become final, and the associated disincentive payment shall be immediately due and payable unless the Authority receives, no later than ten (10) days after the Company's receipt of the notice of Performance Standard Breach, a written statement from Company with Company's evidence that the Performance Standard Breach did not occur. The Authority shall review such evidence and determine, in the Authority's reasonable discretion, whether Company has demonstrated that the Performance Standard Breach did not occur, and notify Company of such decision in writing, which decision shall be final. Disincentive payment that are final shall be recoverable by the Authority as a deduction from Company's monthly invoices.

9.4 Waiver of Disincentive Payments

Disincentive payments shall be waived to the extent they are resulting from severe weather, work stoppages, or when other conditions indicate that the failure was unavoidable, as solely determined by the Authority. Any determination of waiver by the Authority must be in writing and shall be final and conclusive. If Company believes the occurrence of a particular event may cause delays, it is the responsibility of the Company to notify the Authority of the event and to obtain prior written concurrence that disincentive payments will not be assessed.

SECTION 10. PAYMENT

10.1 Fees

Authority will pay Company in accordance with the pricing specified under Exhibit C by Company and Authority. Any travel costs will be paid in accordance with Exhibit D, Authority Policy P412, Travel, Business Development, and Working Meals Expenses.

10.2 Invoices

Invoices required by this SLA will be created and submitted to the Authority Finance Department via Payables@TampaAirport.com in a form acceptable to the Authority and will include, at a minimum, the invoice date, invoice amount, dates of Services, and Purchase Order number. Authority will remit payment within thirty (30) days of receipt of each invoice meeting the requirements set forth in this SLA.

10.3 Parking Fees

The Company will be provided parking at the Airport for the performance of all Services under the SLA as approved by the Authority.

10.4 Payment Method

The Company will be paid utilizing an automated payment method that will be selected by the Company and includes Automated Clearing House (ACH), ePayables, or Purchasing Card. Information regarding the payment process for each of these payment methods is available on the Authority website at www.TampaAirport.com/procurement-department > More Information – Electronic Payment Methods.

10.5 Final Payment Upon Early Termination

Upon early termination of this SLA, the Company will be compensated for Services completed.

10.6 Taxes

All taxes of any kind and character payable on account of the Services performed and materials furnished under this SLA will be paid by the Company. The laws of the State of Florida provide that sales tax and use taxes are payable by the Company upon the tangible personal property incorporated in the work and such taxes will be paid by the Company. The Authority is exempt from all State and Federal sales, use and transportation taxes.

10.7 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this SLA.

10.8 Maximum Purchase Authorization

The total amount payable under this SLA shall not exceed \$3,410,836. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

SECTION 11. NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Services under this SLA. Company further acknowledges that this SLA is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

SECTION 12. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this SLA. All Services furnished by Company, its employees and/or its

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subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations, and ordinances.

SECTION 13. OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, made by Company or its employees incident to, or in the course of, Services to the Authority, will be and remain the property of the Authority. Company agrees that it will not, without prior written approval by the Authority, disclose publicly said records and documents.

SECTION 14. INDEMNIFICATION

- **14.1** 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 SLA, the Company will indemnify and hold harmless the 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:
 - **14.1.1** presence on, use or occupancy of Authority property;
 - **14.1.2** acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 - 14.1.3 any breach of the terms of this SLA;
 - 14.1.4 performance, non-performance or purported performance of this SLA;
 - **14.1.5** violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
 - **14.1.6** infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 - **14.1.7** contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, 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 claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

14.2 In addition to the duty to indemnify and hold harmless, the Company will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, 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:

14.2.1 presence on, use or occupancy of Authority property;

14.2.2 acts, omissions, negligence (including professional negligence and malpractice), errors,

recklessness, intentional wrongful conduct, activities, or operations;

- 14.2.3 any breach of the terms of this SLA;
- 14.2.4 performance, non-performance or purported performance of this SLA;
- **14.2.5** violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
- **14.2.6** infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- **14.2.7** 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 the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

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

this SLA. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- **14.7** Nothing in this Section 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.
- **14.8** Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Section.
- **14.9** If the above –Sections 14.1 14.8 or any part of Sections 14.1 14.8 are deemed to conflict in any way with any law, the Section or part of the Section will be considered modified by such law to remedy the conflict.

SECTION 15. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

15.1 Books and Records

In connection with payments to Company under this SLA, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this SLA, including any renewal Term. Records include, but are not limited to, books, documents, papers, records, research and work orders related to this SLA. Company will not destroy any records related to this SLA without the express written permission of the Authority.

15.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this SLA or within three years after the end of this SLA, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this SLA or over selected operations performed by Company under this SLA for the purpose of determining compliance with this SLA.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this SLA or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. 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 Authority auditors to conduct the engagement as set forth in this Section. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or SLA information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

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 SLA.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the effective date of this SLA, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

SECTION 16. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this SLA. In the event the Company becomes in default of the following requirements, the 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 the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

16.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this SLA 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 SLA.

16.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this SLA 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 SLA or the use or occupancy of Authority premises by, or on behalf of the Company in connection with this SLA. 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 30 37 10 01.

SLA Specific

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.

16.3 Workers' Compensation and 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

16.4 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 SLA are:

Each Occurrence - Bodily Injury and

Property Damage Combined \$1,000,000

16.5 Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this SLA and for three years following completion of this SLA. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence \$1,000,000

Annual Aggregate \$1,000,000

16.6 Commercial Crime Insurance

The minimum limits of Commercial Crime insurance, including coverage for losses to "Clients' Property", on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not

limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence \$1,000,000

16.7 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this SLA, waives all rights against the Authority, members of Authority's governing body and the 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.

16.8 Incident Notification

The Company will promptly notify the AOC of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third-party property.

16.9 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

16.10 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

SECTION 17. NON-DISCRIMINATION

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

- **17.1** Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this SLA.
- **17.2** Civil Rights. Company, with regard to the work performed by it under this SLA, will not discriminate on the grounds of race, color, or national origin in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the SLA covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this SLA, 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:

- **17.2.1** 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);
- **17.2.2** 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);
- **17.2.3** 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);
- **17.2.4** 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;
- **17.2.5** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- **17.2.6** 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);
- **17.2.7** 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);
- **17.2.8** 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;
- **17.2.9** 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);
- **17.2.10** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 17.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- **17.2.12** Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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17.3 In all solicitations either by competitive bidding or negotiation made by the Company for work to

be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this SLA and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- **17.4** Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **17.5** In the event of Company's non-compliance with the non-discrimination provisions of this SLA, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this SLA until Company complies, and/or cancellation, termination or suspension of this SLA, in whole or in part.
- **17.6** Company will include the provisions of Sections 17.1 through 17.5 above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- **17.7** Company assures that, in the performance of its obligations under this SLA, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

SECTION 18. AUTHORITY APPROVALS

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

SECTION 19. DATA SECURITY

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

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

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

SECTION 20. DISPUTE RESOLUTION

20.1 Claims and Disputes

- **20.1.1** A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this SLA, payment of money, extension of time or other relief with respect to the terms of this SLA. The term claim also includes other matters in question between Authority and Company arising out of or relating to this SLA. The responsibility to substantiate claims will rest with the party making the claim.
- **20.1.2** If for any reason Company deems that additional cost or SLA time is due to Company for work not clearly provided for in this SLA, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or SLA time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- **20.1.3** Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- **20.1.4** When the work on which the claim for additional cost or SLA time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- **20.1.5** Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this SLA and maintain effective progress to complete the work within the time(s) set forth in this SLA.
- **20.1.6** The making of final payment for this SLA may constitute a waiver of all claims by Authority except those arising from:
 - **20.1.6.1** Claims, security interests or encumbrances arising out of this SLA and unsettled;
 - 20.1.6.2 Failure of the work to comply with the requirements of this SLA;
 - 20.1.6.3 Terms of special warranties required by this SLA; and
 - 20.1.6.4 Latent defects.

20.2 Resolution of Claims and Disputes

20.2.1 The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day SLA responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- **20.2.2** Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- **20.2.3** Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

SECTION 21. NON-EXCLUSIVE RIGHTS

This SLA 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.

SECTION 22. WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and 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 SLA or any part thereof, or by any judgment or award in any suit or proceeding declaring this SLA null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 23. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

SECTION 24. 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 SLA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, <u>ADMCENTRALRECORDS@TAMPAAIRPORT.COM</u>, 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:

- **24.1** Keep and maintain public records required by Authority in order to perform the Services contemplated by this SLA.
- **24.2** Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- **24.3** 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 SLA Term and following completion of this SLA.
- **24.4** Upon completion of this SLA, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

SECTION 25. CONTRACT MADE IN FLORIDA

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

SECTION 26. NOTICES AND COMMUNICATIONS

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

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

OR

(HAND DELIVERY) HILLSBOROUGH COUNTY AVIATION AUTHORITY SKYCENTER ONE 5411 SKYCENTER DRIVE SUITE 500 TAMPA, FLORIDA 33607-1470 ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY: (MAIL DELIVERY) UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC 1551 NORTH TUSTIN AVENUE, #650 SANTA ANA, CALIFORNIA 92705 ATTN: BOB WOOD

OR

(HAND DELIVERY) UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC 4350 W. CYPRESS STREET SUITE 600 TAMPA FL 33607 ATTN: JOE LOBIANCO

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 notice is sent through a mail system, a verifiable tracking documentation such as a certified return

receipt or overnight mail tracking receipt is required.

SECTION 27. SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this SLA will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this SLA will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

SECTION 28. SUBORDINATION TO TRUST AGREEMENT

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

SECTION 29. ASSIGNMENT AND SUBCONTRACTING

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

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

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

SECTION 30. APPLICABLE LAW AND VENUE

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

SECTION 31. SCRUTINIZED COMPANIES

Company is required to complete Exhibit E, Scrutinized Company Certification, at the time this SLA is executed.

This SLA will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section

287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

SECTION 32. RELATIONSHIP OF THE PARTIES

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

SECTION 33. RIGHT TO AMEND

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

SECTION 34. TIME IS OF THE ESSENCE

Time is of the essence of this SLA.

SECTION 35. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this SLA will not be disclosed by Company, whether or not provided before or after the date of this SLA.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this SLA. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this SLA. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this SLA will survive the expiration or termination, as the case may be, of this SLA and the obligation will last indefinitely.

SECTION 36. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this SLA, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this SLA or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

SECTION 37. INVALIDITY OF CLAUSES

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

SECTION 38. SEVERABILITY

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

SECTION 39. 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 Company. If for any reason there is a conflict between content and headings, the content will control.

SECTION 40. PUBLIC ENTITY CRIME

The Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

SECTION 41. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this SLA by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on SLA with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this SLA.

SECTION 42. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; 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.

SECTION 43. BADGING AND SECURITY REQUIREMENTS

All of Company's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

SECTION 44. FAA APPROVAL

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

SECTION 45. SIGNATURES

45.1 Signature of Parties

It is an express condition of this SLA that it will not be complete or effective until signed by Authority and by Company.

45.2 Counterparts

This SLA may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

SECTION 46. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Contractor, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. If the Contractor enters into a contract with a subcontractor, the Contractor must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2023.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

 ATTEST:
 BY:

 Jane Castor, Secretary
 Gary Harrod, Chairman

 Address:
 PO Box 22287 Tampa, FL 33622

 LEGAL FORM APPROVED:

 WITNESS:
 BY:

 Signature
 David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online authorization, this _____ day of ______, 2023, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification Produced

UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC

		Signature
Witness		Title
Printed Name Witness Printed Name		Printed Name Printed Address
		STATE OF COUNTY OF
STATE OF COUNTY OF The foregoing instrument w	as acknowledged	before me by means of □ physical presence or □ online notarizati as
STATE OF COUNTY OF The foregoing instrument w	as acknowledged	before me by means of □ physical presence or □ online notarizati
STATE OF COUNTY OF The foregoing instrument w	as acknowledged	before me by means of □ physical presence or □ online notarizati as (Name of person)

Type of Identification Produced