

**LICENSE AGREEMENT FOR  
BEACON LIGHT ATTACHMENTS  
ON LIGHTING ASSETS AND DISTRIBUTION POLES**

**BY AND BETWEEN**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**AND**

**TAMPA ELECTRIC COMPANY**

**DATED**

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**LICENSE AGREEMENT FOR  
BEACON LIGHT ATTACHMENTS  
ON LIGHTING ASSETS AND DISTRIBUTION POLES**

THIS LICENSE AGREEMENT FOR BEACON LIGHT ATTACHMENTS ON LIGHTING ASSETS AND DISTRIBUTION POLES (the "Agreement") is made and effective as of \_\_\_\_\_, 2018 ("Effective Date"), by and between Tampa Electric Company ("Tampa Electric"), a Florida Corporation, and Hillsborough County Aviation Authority, a Florida public body corporate (hereinafter referred to as "Licensee"), each a "Party" and collectively the "Parties."

**RECITALS:**

WHEREAS, Tampa Electric is a public utility company that provides electric and lighting service to customers in its service area, and owns Lighting Assets and Distribution Poles (as hereinafter defined) within certain rights of way and easements in connection with the provision of its services; and

WHEREAS, Licensee owns and operates the Peter O.. Knight Airport on Davis Islands in Tampa, Florida (the "Airport"); and

WHEREAS, Licensee has installed beacon lights and associated equipment (collectively referred to as "Equipment" as further defined herein) on certain Tampa Electric Lighting Assets and Distribution Poles at or near the Airport, more specifically identified in Exhibit A hereto, and desires to maintain such Equipment; and

WHEREAS, Licensee desires to install Equipment on certain additional Lighting Assets and Distribution Poles at or near the Airport, more specifically identified in Exhibit A hereto; and

WHEREAS, Licensee represents and warrants that it has obtained, or will obtain, all licenses, permits or consent from private property owners and/or governmental authorities that are necessary for the installation of Equipment on Tampa Electric's Lighting Assets and Distribution Poles.

NOW, THEREFORE, in consideration of the covenants, agreements and undertakings set forth below, the Parties agree as follows:

**SECTION 1. DEFINITIONS**

The words and phrases listed in this Section 1, "Definitions" shall have the meaning set forth below wherever such words and phrases appear in this Agreement with an initial capital letter on each word. Words and phrases not listed in this Section and words and phrases listed in this Section without an initial capital letter shall have the meaning necessary to achieve the intention of the Parties as expressed in this Agreement.

**1.1 Affiliate**

This shall mean any other person or entity directly or indirectly controlling or controlled by, or under the direct or indirect common control with, a specified person or entity.

### 1.2 Authorized Contractor

This shall mean a qualified contractor, with specific written authorization from Tampa Electric to work on or near Tampa Electric's Lighting Assets or Distribution Poles.

### 1.3 Authorized Representatives

This shall mean the individuals identified on Exhibit C to this Agreement and any replacements for them made pursuant to the procedures prescribed in the Section entitled "Replacement of Authorized Representatives".

### 1.4 Claims

This shall mean any and all claims, losses, expenses, damages, demands, judgments, attorneys' fees, causes of action, suits and liability, in tort, warranty, contract, or any other basis, and of every kind and character, including, without limitation, claims, losses, expenses, damages, demands, judgments, causes of action, suits and liability on account of personal injuries or death, damage to property or economic loss.

### 1.5 Distribution Pole

This shall mean poles that support electric supply circuits, all of which operate with a nominal voltage of less than 69,000 volts, and which are controlled and operated by Tampa Electric as a part of its electric service distribution system.

### 1.6 Equipment

This shall mean the lighting fixtures, mounting hardware, meters, power service wires and other associated hardware used by Licensee in connection with its beacon lights at the Airport.

### 1.7 Licensee Party

This shall mean: (a) Licensee; (b) any Affiliate of Licensee; (c) any director, officer, agent, servant, employee, independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it; or (d) any director, officer, agent, servant, or employee of the independent contractor, supplier, customer, advertiser, client, licensee or concessionaire of Licensee or any Affiliate of it.

### 1.8 Lighting Asset

This shall mean any pole, post, standard or other structure owned and operated by Tampa Electric that is used primarily for purposes of providing roadway or other outdoor lighting service pursuant to Tampa Electric's lighting service tariff.

### 1.9 Permit

This shall mean the authorization of Tampa Electric for Licensee to install Equipment on the Tampa Electric Lighting Assets and Distribution Poles identified in Exhibit B.

### 1.10 Permit Application

This shall mean the request for the Permit, in the form and manner prescribed by Tampa Electric.

### 1.11 Singular and Plural Words

The singular of a word shall also refer to the plural and vice versa, unless the context otherwise requires.

### 1.12 Standards

This shall mean the National Electrical Safety Code ("NESC"), the National Electrical Code "(NEC)", Tampa Electric engineering and construction specifications, and any other applicable codes, laws, rules, or regulations of any governing body. Where there is any conflict between any of the foregoing standards, the stricter standard shall prevail.

### 1.13 Tampa Electric Party

This shall mean: (a) Tampa Electric; (b) any Affiliate of Tampa Electric; (c) any director, officer, agent, servant, employee, independent contractor or supplier of Tampa Electric or any Affiliate of it; or (d) any director, officer, agent, servant or employee of the independent contractors and suppliers of Tampa Electric or any Affiliate of it.

## **SECTION 2. TAMPA ELECTRIC'S GRANT OF PERMISSION TO LICENSEE TO INSTALL, MAINTAIN, REPLACE, AND REPAIR EQUIPMENT ON LIGHTING ASSETS**

Subject to the provisions of this Agreement and Tampa Electric's legal ability to grant such permission, Licensee shall be permitted (1) to maintain, replace and repair its Equipment on the Lighting Assets and Distribution Poles specifically identified in Exhibit A to this Agreement, and (2) to install Equipment on, and thereafter maintain, replace and repair its Equipment on the Lighting Assets and Distribution Poles specifically identified in Exhibit A to this Agreement.

### 2.1 Identification of Ownership by Licensee

Licensee shall be required to identify its ownership of any Equipment by a tagging mechanism or other means of identification approved in advance by Tampa Electric.

### 2.2 No Ownership of Lighting Assets or Distribution Poles

No use, however extended, of Lighting Assets or Distribution Poles under this Agreement shall create or vest in Licensee any ownership or property right in them, but Licensee's rights in such Lighting Assets and Distribution Poles shall be and remain a mere license terminable at any time as provided herein. Nothing in this Agreement shall be construed to compel Tampa Electric to maintain any Lighting Asset or Distribution Pole for any period of time beyond the its service needs.

### 2.3 Installations and Maintenance

All Equipment installed on Tampa Electric Lighting Assets and Distribution Poles shall be installed and maintained by Authorized Contractors, at Licensee's expense.

### 2.4 Tampa Electric's Rights with Respect to Lighting Assets and Distribution Poles

This Agreement does not in any way limit Tampa Electric's lawful right to locate, operate, maintain or remove its Lighting Assets or Distribution Poles in the manner that will best enable it to fulfill its service requirements.

### 2.5 Non-Exclusive License

Any license granted to Licensee under this Agreement is non-exclusive. Tampa Electric retains the right to allow additional uses of any Lighting Asset or Distribution Poles on which Licensee has installed Equipment.

## **SECTION 3. PROPERTY RIGHTS**

### 3.1 Licensee's Property Rights

Licensee represents and warrants that: (a) it has obtained, or will obtain, all licenses, permits or consent from private property owners and/or governmental authorities that are necessary for the installation of Equipment on Tampa Electric's Lighting Assets and Distribution Poles; (b) it will maintain such license, permits or consents in full force and effect throughout the term of this Agreement; (c) it shall comply with such licenses, permits and consents; and (d) it shall promptly notify Tampa Electric in writing of any change in the status of such licenses, permits and consents. Upon request, Licensee shall promptly deliver to Tampa Electric documentation satisfactory to Tampa Electric evidencing that all such licenses, permits and consents have been obtained.

### 3.2 NO WARRANTIES AS TO TAMPA ELECTRIC'S RIGHTS-OF-WAY

TAMPA ELECTRIC MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE THAT ITS EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PRIVATE OR PUBLIC, WERE, ARE, OR WILL BE SUFFICIENT TO PERMIT THE INSTALLATION, MAINTENANCE, REPLACEMENT, REPAIR, OR REMOVAL OF EQUIPMENT ON ANY LIGHTING ASSET OR DISTRIBUTION POLE. FURTHER, TAMPA ELECTRIC MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WITH RESPECT TO THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY LIGHTING ASSET OR DISTRIBUTION POLE OR ANY OF ITS OTHER REAL OR PERSONAL PROPERTY, WHICH LICENSEE MAY USE. LICENSEE CONFIRMS THAT IT HAS NOT IN THE PAST RELIED, IT IS NOT PRESENTLY RELYING, AND IT WILL NOT IN THE FUTURE RELY, ON ANY REPRESENTATION OR WARRANTY OF TAMPA ELECTRIC CONCERNING (A) TAMPA ELECTRIC'S EXISTING OR FUTURE RIGHTS OF WAY, EASEMENTS OR OTHER PROPERTY RIGHTS, PUBLIC OR PRIVATE, OR (B) THE CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY LIGHTING ASSET OR DISTRIBUTION POLES OR ANY OTHER REAL OR PERSONAL PROPERTY OR PROPERTY RIGHT OF TAMPA ELECTRIC.

## **SECTION 4. INSTALLATION OF EQUIPMENT**

Licensee shall not install any Equipment on any Lighting Asset or Distribution Pole until after the Permit Application has been approved by Tampa Electric pursuant to the procedures described in this Section 4.

### 4.1 Permit Applications for the Installation of New Equipment

Within the first thirty (30) days after the Effective Date, Licensee may submit a Permit Application to Tampa Electric for the installation of Equipment on the Lighting Assets and Distribution Poles identified on Exhibit A to this Agreement. The Permit Application shall

be in the form prescribed by Tampa Electric, signed by any Authorized Representative and providing drawings, data and specifications necessary to review and evaluate the Permit Application.

#### 4.2 Tampa Electric's Response to Permit Application

Tampa Electric shall deny, approve or conditionally approve the Permit Application by returning one copy of it to Licensee reflecting its denial, approval or conditional approval in the appropriate spaces thereon.

##### 4.2.1 Approval Conditional Upon Payment of the Costs of Replacing, Relocating or Modifying a Lighting Asset or Distribution Pole

To the extent permitted by law if approval of a Permit Application will require the replacement, relocation or modification of an existing Lighting Asset or Distribution Pole in order to accommodate the attachment of Licensee's Equipment (as determined in Tampa Electric's sole discretion), Tampa Electric may approve the Permit Application on the condition that Licensee agrees to assume all risks and costs associated with the replacement, relocation or modification of the existing Lighting Asset or Distribution Pole. Tampa Electric shall return a copy of the Permit Application to Licensee reflecting such conditional approval and setting forth the estimated cost of such replacement, relocation or modification of the existing Lighting Asset or Distribution Pole and, if applicable, the net book value of the existing Lighting Asset or Distribution Pole. If Licensee is willing to assume all risks and costs associated with such replacement, relocation or modification, Licensee shall return that copy of the Permit Application to Tampa Electric, within thirty (30) days of its receipt, along with payment of the amount of the estimated cost of replacing, relocating or modifying the existing Lighting Asset or Distribution Pole, as well as the amount of the net book value of the existing Lighting Asset or Distribution Pole. Upon receipt by Tampa Electric of the modified Permit Application and accompanying payment, the Permit Application, as modified, shall be deemed approved. Licensee may not install Equipment on any Lighting Asset or Distribution Pole until Tampa Electric has notified Licensee that the replacement, relocation or modification of the existing Lighting Asset or Distribution Pole has been completed and it is acceptable for Licensee to proceed with installation.

#### 4.3 Intentionally omitted.

##### 4.4 Time to Complete Work After Approval of a Permit Application

After the approval of a Permit Application, and the completion of any replacement or modification of an existing Lighting Asset or Distribution Pole, Licensee, at its sole risk and expense, may, consistent with that approval, install the Equipment identified in the Permit Application. Licensee shall complete such work within thirty (30) days from the date of its approval unless Tampa Electric extends such period in writing. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS, AND SHALL BE PERFORMED BY AUTHORIZED CONTRACTORS.

#### 4.5 Relocation, Transfer, Replacement or Modification of Equipment at Tampa Electric's Request

Upon reasonable notice from Tampa Electric, Licensee, at its sole risk and expense and within the period specified in the notice, shall replace, transfer, relocate or modify all or any portion of the Equipment on a Lighting Asset or Distribution Pole that Tampa Electric requests in such notice. Licensee may, in accordance with the provisions of Section 6, remove all of the Equipment on the Lighting Asset or Distribution Pole, within the time period specified in the notice, instead of performing such work and provided that such removal does not create a safety hazard. ANY SUCH WORK SHALL BE PERFORMED BY AN AUTHORIZED CONTRACTOR. If Licensee fails to perform such work within the period specified in the notice, Tampa Electric may, upon notice to Licensee and Licensee's chance to cure, either perform or cause to be performed all or any portion of such work or remove or cause the removal of all or any portion of the Equipment from that Lighting Asset or Distribution Pole without liability to Tampa Electric.

#### 4.6 Intentionally omitted.

#### 4.7 Intentionally omitted.

#### 4.8 Notice to Tampa Electric

Licensee shall notify Tampa Electric before it begins any work authorized by a Permit Application approved by Tampa Electric pursuant to the procedures prescribed by this Section 4. Tampa Electric may have a representative present during all or any portion of such work at the expense of Tampa Electric. Licensee shall notify Tampa Electric of the installation of Equipment on any Lighting Asset or Distribution Pole within fourteen (14) days of the completion of such work. Tampa Electric may inspect all or any portion of such work at any time after its completion, for the purpose of: (a) determining if it was performed in accordance with the Permit Application and the Standards; and (b) subsequently evaluating any follow-up or "punch list" work performed by Licensee, reasonably determined to be necessary during the initial evaluation. Licensee, its agents, or contractors shall at all times carry with them a signed copy of the Permit Application while performing work on Tampa Electric's Lighting Assets or Distribution Poles.

##### 4.8.1 Time Period for Notice to Tampa Electric

Unless Licensee's work at or near a Lighting Asset or Distribution Pole will require an outage, Licensee shall provide not less than forty-eight (48) hours' prior notice of any work on or near a Tampa Electric Lighting Asset or Distribution Pole. For all Licensee work that will require an outage, Licensee shall provide at least fourteen (14) days' prior notice for purposes of coordinating the outage. Tampa Electric will use best efforts to coordinate the outage within fourteen (14) days after receipt of notice, but Licensee hereby acknowledges that some outages may take longer to coordinate.

#### 4.9 Guy Wires, Anchor Rods, Cross-Arms and Brackets

Licensee shall not install any Equipment to any Tampa Electric guy wires or anchor rods. Licensee shall not attach any cross-arms or standoff or extension brackets to any Lighting Asset or Distribution Pole, except as expressly approved in a Permit Application.

#### 4.10 RF Emissions

Licensee is solely responsible for ensuring that the radio frequency ("RF") radiation emitted by its Equipment, if any, alone and/or in combination with any and all other sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and other safety codes, including without limitation, those set forth in Section 1.1310 of the rules of the Federal Communications Commission ("FCC"), or any successor rule, as applied in circumstances for general population/uncontrolled exposure to the RF emitting facilities. Licensee acknowledges and agrees that this is the appropriate standard due to the need for access to the Lighting Assets by workers for Tampa Electric and the location of Lighting Assets and Distribution Pole. Licensee shall provide certification to Tampa Electric, in a form and manner suitable to Tampa Electric, that the RF radiation is within the limits permitted under all applicable governmental and other safety codes. Licensee further acknowledges and agrees that Tampa Electric is under no obligation to protect against RF interference to the RF signals of the Licensee, as may emanate or arise from any source.

##### 4.10.1 RF Interference

Licensee shall ensure that its Equipment does not create RF interference with any of Tampa Electric's facilities. Licensee shall cooperate in the prompt resolution of any RF interference claim that involves, or may involve, Licensee's Equipment.

#### 4.11 FCC Antenna Registration and Federal Aviation Administration ("FAA") Compliance

Licensee acknowledges and agrees that it is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA air hazard, or similar requirements with respect to the location of Licensee's Equipment. Without limitation, Licensee acknowledges and agrees that Tampa Electric's Lighting Assets and Distribution Poles are not "antenna structures" under the FCC's rules and that, accordingly, Tampa Electric has no obligation of its own in this regard to register the Lighting Assets or Distribution Poles with the FCC, the FAA, or other agency.

#### 4.12 Intentionally omitted.

#### 4.13 Intentionally omitted.

#### 4.14 Intentionally omitted.

#### 4.15 Work Suspensions

In the event Licensee or its contractor or sub-contractor (a) creates a safety hazard as determined in Tampa Electric's reasonable discretion, (b) causes repeated disruptions of Tampa Electric's service, (c) exhibits a pattern of repeated construction practices that fails to comply with the Standards, (d) exhibits a pattern of failing to timely correct safety



violations, (e) causes excessive damage to customer property, or (f) damages Tampa Electric facilities or the facilities of any governmental entity or other public utility (each a "Cause for Suspension"), Tampa Electric may in its sole discretion, without terminating this Agreement, suspend Licensee's work under this Agreement or such portion of Licensee's work under this Agreement that is the Cause for Suspension. Tampa Electric will provide notice of such suspension via e-mail and telephone call. Tampa Electric will lift any suspension of work promptly after Licensee implements corrective measures to address the Cause for Suspension.

## **SECTION 5. MAINTENANCE AND REPAIR OF EQUIPMENT**

### **5.1 Maintenance of Equipment**

Licensee shall, at its sole risk and expense, maintain all Equipment installed on Lighting Assets and Distribution Poles in a safe condition and in thorough repair and in accordance with the Standards. Licensee may perform maintenance and repair work without obtaining the prior approval of Tampa Electric, but any such work must be performed by Authorized Contractors and with advance notice to Tampa Electric as set forth in Section 4.8.1 above. If Licensee fails to maintain any such Equipment in a condition satisfactory to Tampa Electric, Tampa Electric, in the exercise of its sole discretion, without notice or demand to Licensee, may perform or cause the performance of such repairs or maintenance that it deems necessary, without liability to Tampa Electric.

### **5.2 Tree Trimming**

To the extent that tree trimming is required solely for the needs of the Licensee, Licensee shall, at its sole risk and expense, perform all tree trimming required by Equipment being situated on Lighting Assets or Distribution Poles. Licensee may perform tree trimming without obtaining the prior approval of Tampa Electric, but any such work must be performed by Authorized Contractors and with advance notice to Tampa Electric as set forth in Section 4.8.1 above. If Licensee fails to perform tree trimming in a manner satisfactory to Tampa Electric, Tampa Electric, in the exercise of its sole discretion, without notice or demand to Licensee, may perform or cause the performance of any tree trimming that it deems necessary, without liability to Tampa Electric.

### **5.3 Inspection of Equipment by Tampa Electric**

Tampa Electric, at Licensee's sole risk and expense, may inspect all or any portion of the Equipment on any Lighting Asset or Distribution Pole, at any time and for any reason. Upon notice from Tampa Electric, Licensee, at its sole risk and expense and within the period specified in the notice, shall perform any repair or maintenance work relating to the Equipment on any Lighting Asset or Distribution Pole specified in such notice. If Licensee fails to perform such work, Tampa Electric, without notice or demand to Licensee, may either perform or cause the performance of all or any portion of such work or remove or cause the removal of all or any portion of the Equipment from such Lighting Asset or Distribution Pole, without liability to Tampa Electric.

## **SECTION 6. REMOVAL OF EQUIPMENT**

### **6.1 Voluntary Removal of Equipment by Licensee**

Licensee, in the exercise of its sole discretion, may remove any Equipment on any Lighting Asset or Distribution Pole without prior approval of Tampa Electric. Any such work shall be performed by an Authorized Contractor and with advance notice to Tampa Electric as set forth in Section 4.8.1 above. Upon completion of the removal, Licensee shall provide written notice of such removal to Tampa Electric and Tampa Electric may, at Tampa Electric's expense, inspect the Lighting Asset(s) and/or Distribution Pole(s) from which such Equipment was removed. Licensee, upon notice from Tampa Electric and at Licensee's sole risk and expense, shall perform any corrective action necessitated by the actions of Licensee specified by Tampa Electric in such notice within the time period specified therein. If Licensee fails to perform such work within the period specified in the notice, Tampa Electric, in the exercise of its sole discretion, without notice or demand to Licensee, may perform or cause the performance of all or any portion of such work.

### **6.2 Removal of Equipment Upon Tampa Electric's Removal of Pole**

Upon notice from Tampa Electric, Licensee shall, at its sole risk and expense, remove all of the Equipment on any Lighting Asset or Distribution Pole for which Tampa Electric removed the pole (including, without limitation, discontinuance due to Tampa Electric being required to relocate its facilities or to accommodate any governmental entity request related to a road widening or improvement project). Licensee shall remove all such Equipment within sixty (60) days of receiving such notice, or such other time as specified in such notice as may be necessary under the circumstances.

### **6.3 Removal Upon Termination of this Agreement**

Licensee, at its sole risk and expense, shall remove all of its Equipment on all Lighting Assets and Distribution Poles within sixty (60) days of the termination of this Agreement. ALL SUCH WORK SHALL BE PERFORMED BY AN AUTHORIZED CONTRACTOR.

### **6.4 Licensee's Failure to Timely Remove Equipment**

In the event Licensee fails to remove all or any portion of the Equipment on any Lighting Asset or Distribution Pole within the time period required by the pertinent provision of this Section 6 or Section 12.4, Tampa Electric, without notice or demand to Licensee, may remove such Equipment. Any Equipment removed by Tampa Electric shall remain the property of Licensee. However, if the removed Equipment is not retrieved by Licensee within thirty (30) days of the date of notice that the Equipment has been removed, the removed Equipment shall become the property of Tampa Electric, to use or dispose of as Tampa Electric shall see fit. The proceeds of any sale of the removed Equipment by Tampa Electric shall belong solely to Tampa Electric and shall be set off against any indebtedness of Licensee to Tampa Electric.

## **SECTION 7. EMERGENCIES**

### **7.1 Licensee's Rights in an Emergency**

In the event of an emergency, Licensee, at its sole risk and expense, and through the use of an Approved Contractor, shall have the right to replace or repair Equipment on any Lighting Asset or Distribution Pole; provided, however, that before performing such work, Licensee shall obtain the oral approval of an Authorized Representative of Tampa Electric, with authority to provide such approval, and provided further, however, that such work is performed within the time period and under such conditions as may be specified by Tampa Electric's Authorized Representatives. Oral approval shall be confirmed, within five (5) days of the performance of the work, by Licensee to Tampa Electric in writing, identifying both the work performed and the Lighting Assets or Distribution Poles affected. If such emergency replacement, relocation or modification is not reasonably acceptable to Tampa Electric, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such Equipment upon notice from Tampa Electric and within the time period specified in the notice. If Licensee fails to perform such work, Tampa Electric, without notice or demand to Licensee, may either perform or cause the performance of all or any portion of such work or remove or cause the removal of the Equipment from the Lighting Asset or Distribution Pole, without liability to Tampa Electric.

## **SECTION 8. DISCHARGE OF LIENS; PERFORMANCE OF WORK**

### **8.1 Discharge of Liens**

Licensee agrees that it will not, directly or indirectly, create, incur, assume or suffer to exist any lien, whether mechanics, materialman or other, resulting from any work performed pursuant to this Agreement or any act or claim against it, and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien.

### **8.2 Licensee's Performance of Work**

All work performed by Licensee pursuant to this Agreement shall be performed by an Authorized Contractor, in accordance with the Standards, and shall be conducted in a safe, good and workmanlike manner and shall not interfere with the use of any equipment of Tampa Electric.

## **SECTION 9. TERM**

This Agreement, if not terminated early in accordance with the provisions of Section 12, shall continue in effect for an initial term of five (5) years and thereafter for successive one (1) year terms until terminated as provided herein. This Agreement may be terminated in its entirety, or with respect to any one or more of the Lighting Assets or Distribution Poles, at the end of the initial term or any successive term, by either Party giving to the other Party at least sixty (60) days' written notice.

## **SECTION 10. PAYMENTS**

### **10.1 Electric Service**

Electric power required for the operation of Licensee's Equipment will be established and purchased from Tampa Electric at unmetered tariffed rates pursuant to a separate agreement. The power supply installation must comply with Tampa Electric's published tariff, the Standards, and the current version of Tampa Electric's "Standard Electrical Service Requirements" manual, as revised from time to time.

### **10.2 Payment for Work Performed by Tampa Electric**

In any instance in which Tampa Electric performs work or takes other action authorized herein due to Licensee's failure to timely perform any work required by this Agreement, Licensee shall, upon presentation of an invoice, pay Tampa Electric for all verified expenses incurred in connection with such work or other action. Further, all such work performed, or other action taken, by Tampa Electric shall be with no liability to Tampa Electric.

### **10.3 Physical Inspection**

Tampa Electric may conduct or cause to be conducted a physical inspection of Licensee's Equipment installed on Lighting Assets and Distribution Poles, at Tampa Electric's expense, no more frequently than once per year at a time designated by Tampa Electric. Such inspections shall not operate to relieve Licensee of any responsibility, obligation or liability provided for under this Agreement. ANY INSPECTION PERFORMED BY TAMPA ELECTRIC IS FOR THE PURPOSE OF DETERMINING WHETHER LICENSEE'S EQUIPMENT COMPLIES WITH THE NESC, NEC AND TAMPA ELECTRIC CONSTRUCTION AND ENGINEERING SPECIFICATIONS, AND NOT FOR THE PURPOSE OF DETERMINING COMPLIANCE WITH ANY FAA OR OTHER REQUIREMENTS IN CONNECTION WITH THE USE OF THE EQUIPMENT AS OBSTRUCTION LIGHTS AT OF NEAR THE AIRPORT.

### **10.4 Inspection of Books and Records**

Each Party shall have reasonable access to those portions of the other Party's directly related books and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

### **10.5 Payment of Invoices**

Licensee shall pay each invoice submitted by Tampa Electric within thirty (30) days of Licensee's receipt of such invoice. Any portion of an invoice not paid when due shall bear interest at six percent (6%) per annum.

## **SECTION 11. Intentionally omitted.**

## **SECTION 12. DEFAULT AND TERMINATION**

### **12.1 Default by Licensee**

If Licensee:

1. fails to pay fully all monies due to Tampa Electric on the date that the payment is due, and such failure shall continue, in whole or in part, for a period of more than thirty (30) days; or

2. fails to comply with any term, condition or covenant of this Agreement, other than any provision providing for the payment of monies due Tampa Electric, and such failure remains uncured for a period of thirty (30) days following Licensee's receipt of written notice of the kind, character and nature of the failure by Licensee, or if such non-compliance cannot be reasonably cured within thirty (30) days of such notice, Licensee shall have not commenced to cure and satisfy the failure within thirty (30) days and shall not thereafter proceed to cure such failure with reasonable diligence and good faith;

Licensee shall pay all of the costs and expenses incurred by Tampa Electric by reason of the foregoing events of default and in seeking any remedy for, or relief from, the foregoing events of default. Tampa Electric's pursuit of any of the remedies in this Section 12.1 shall not preclude Tampa Electric from pursuing any other remedies provided in this Agreement or otherwise provided by law, nor shall Tampa Electric's pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any payment of monies due to Tampa Electric under this Agreement or of any damages accruing to Tampa Electric by reason of Licensee's failure to comply with any of the terms, conditions or covenants of this Agreement.

### **12.2 Default by Tampa Electric**

If Tampa Electric fails to comply with any term, condition or covenant of this Agreement and if (a) such non-compliance remains uncured for a period of thirty (30) days following Tampa Electric's receipt of written notice from Licensee of the kind, character and nature of the non-compliance or (b) such non-compliance cannot reasonably be cured with thirty (30) days of such notice, Tampa Electric shall have not commenced to cure and satisfy the non-compliance within thirty (30) days and shall not thereafter proceed to cure such non-compliance with reasonable diligence and good faith, then Licensee's sole remedies shall be a suit for specific performance or the termination and cancellation of this Agreement.

### **12.3 Survival**

Upon the termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall pay all monies owed to Tampa Electric under this Agreement in accordance with the provisions of Section 10, and all applicable provisions of this Agreement including, without limitation, this Section 12, shall survive such termination.

#### 12.4 Termination Upon Licensee's Loss of Property Rights

In the event any permit, consent or easement held by Licensee, and required by Section 3 of this Agreement, is revoked, or is hereafter denied to Licensee for any reason, in whole or in part, Licensee's rights under this Agreement shall immediately terminate to such extent, and Licensee shall within thirty (30) days remove such Equipment from Lighting Assets or Distribution Poles as may be required to comply with revocation or denial of authority.

#### 12.5 Notice of Termination

In the event either Party terminates this Agreement under any provision of this Section 12, the terminating Party shall promptly provide written notice of termination to the other Party within ten (10) days of such termination.

### **SECTION 13. INDEMNIFICATION OF TAMPA ELECTRIC AND WAIVER OF CONSEQUENTIAL DAMAGES**

#### 13.1 Licensee's Obligation to Indemnify

To the maximum extent allowed by law and to the extent covered by Licensee's insurers, Licensee agrees to defend, protect, indemnify and hold harmless each Tampa Electric Party from and against all Claims asserted by any person or entity, including, without limitation, any Licensee Party, (a) arising out of or related to the installation, maintenance, replacement, relocation, repair, modification, or removal of Licensee's Equipment on Tampa Electric's Lighting Assets or Distribution Pole, (b) arising out of or related to any interruption, disruption or interference with Licensee's Equipment, or (c) any other action taken by Licensee under this Agreement. Except to the extent of the gross negligence or willful misconduct of a Tampa Electric Party, Licensee's indemnity obligations specified above shall not be reduced by (i) any condition of the premises (such as the Lighting Asset or Distribution Pole, right-of-way, easement or other property owned or controlled by Tampa Electric), (ii) separate operations being conducted on the premises, or (iii) the imperfection, whether latent or patent, of any Lighting Asset or Distribution Pole, material or equipment furnished by Tampa Electric.

#### 13.2 Mutual Waiver of Consequential Damages

Notwithstanding the forgoing, under no circumstances whatsoever shall any Party be liable to any other Party in contract, in tort (INCLUDING SOLE OR CONCURRENT, ACTUAL OR IMPUTED, NEGLIGENCE, OR STRICT LIABILITY), under any warranty, or otherwise for any special, indirect, incidental, or consequential loss or damage or loss of any nature, including, without limitation, for the cost of capital, loss of profits or revenues or the loss of use thereof, attorneys' fees or the cost of purchased or replacement services, or claims of Licensee's customers, advertisers, users, clients, licensees, concessionaires, or any other person, firm or entity in such regard, and the Parties agree to indemnify and hold each other harmless in such regard.

#### 13.3 No Liability for Damage to Equipment or Termination, Disruption or Interruption of Service

No Tampa Electric Party shall have any liability to any Licensee Party for any

expense, damage or loss caused, in whole or in part, by the action of any Tampa Electric Party that damages or injures any Equipment or that terminates, disrupts or interrupts any service provided by Licensee. Notwithstanding the foregoing, Tampa Electric shall be responsible for the lesser of the cost of repairing or replacing any equipment of a Licensee Party, including, without limitation, any Equipment, damaged as a result of the gross negligence or willful misconduct of any Tampa Electric Party.

#### 13.4 Notice of Claim to Licensee

Within sixty (60) days after receiving or becoming aware of the assertion of any Claim within the scope of Section 13.1, Tampa Electric shall notify Licensee of the assertion of such Claim. Tampa Electric's failure to provide such notice shall bar Licensee's obligations of indemnity, as provided for in Section 13.1.

### **SECTION 14. INSURANCE AND BOND TO BE PROVIDED TO TAMPA ELECTRIC BY LICENSEE**

#### 14.1 Coverage and Limits of Liability

Unless otherwise specified in this Agreement, Licensee shall, at its sole expense, maintain in effect, at all time during the performance of any work or activity and so long as there is any Licensee Equipment affixed to any Tampa Electric Lighting Asset, Distribution Pole or property, insurance coverage with limits not less than those set forth below with insurers of an AM Best rating of A-VII or higher. Licensee's liability under this Agreement is not limited to the amount of insurance coverage required herein.

#### 14.2 Worker's Compensation

- A. Licensee shall maintain Worker's Compensation insurance (including coverage for Occupational Disease) as required by all applicable laws and regulations.
- B. If any Licensee activity involves exposure of injury to Licensee's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, Licensee shall maintain coverage for such injuries or claims.
- C. Licensee shall maintain Employer's Liability insurance of not less than \$1,000,000 each accident.

#### 14.3 General Liability Insurance

- A. Licensee shall maintain General Liability insurance covering all operations by or on behalf of Licensee providing insurance for bodily injury, property damage and personal injury liability indicated below and including coverage for:

1. Premises and Operations;
2. Products and Completed Operations;
3. Contractual Liability insuring the obligations assumed by Licensee in this Agreement;
4. Broad Form Property Damage (including Completed Operations);
5. Explosion, Collapse and underground Hazards; and
6. Personal Injury Liability.

The General Liability insurance shall be the Occurrence Coverage Form.

- B. Licensee shall maintain General Liability insurance with limits of liability for bodily injury, property damage and personal injury at not less than \$10,000,000 Each Occurrence. If such General Liability insurance contains a general aggregate limit, it shall apply separately to the work performed in connection with this Agreement. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.

#### 14.4 Automobile Liability Insurance

- A. Licensee shall maintain Automobile Liability insurance including coverage for all owned, hired and non-owned automobiles used in Licensee's operations. The Automobile Liability insurance shall also include coverage for Automobile Contractual Coverage.
- B. The combined single limit for bodily injury and property damage shall be not less than \$5,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

#### 14.5 Airport Liability Insurance

- A. Licensee shall maintain Airport Liability insurance with limits of liability for bodily injury, property damage at not less than \$10,000,000 Each Occurrence.

#### 14.6 Payment of Premiums

Licensee shall be solely responsible for any unpaid premium by Licensee. To the fullest extent allowed by law, should Licensee at any time neglect or refuse to provide the insurance required herein, or should such insurance be cancelled, without waiving any other rights or remedies Tampa Electric may have, Tampa Electric shall have the right to



purchase such insurance and Licensee shall reimburse Tampa Electric for the cost thereof.

#### 14.7 Proof of Coverage

Licensee shall supply to Tampa Electric certified insurance certificates prepared by the insurance company or its representatives certifying that the insurance required by this Section 14 is in place. The certificates of insurance shall evidence that Licensee's insurance contains the minimum limits of coverage prescribed in this Section 14. Licensee shall deliver the original certificate(s) of insurance to Edsel Carlson, Tampa Electric Company, P.O. Box 111, Tampa, Florida 33601-0111. The insurance policies required by this Section 14 shall set forth that notices of cancellation, termination and alteration of such policies shall be provided to Tampa Electric as an additional insured pursuant to the terms of such policies.

#### 14.8 Notification of Accident or Damage

Licensee shall notify Tampa Electric within twenty-four (24) hours after any accident arising out of, related to, or in any way involving (a) the Lighting Assets or Distribution Poles to which Licensee's Equipment is attached or (b) Licensee's use of any Lighting Asset or Distribution Pole.

#### 14.9 Release and Waiver of Subrogation

Licensee agrees to release and will require all its insurers (by policy endorsement) to waive their rights of subrogation against Tampa Electric, its parent and Affiliated companies, its and their directors, officers, agents, servants, employees and/or independent contractors for loss under the policies of insurance described herein, and for damages to Licensee's properties and/or any other loss sustained by Licensee, whether insured or not.

### **SECTION 15. LICENSEE'S RIGHTS APART FROM THIS AGREEMENT**

Licensee has and retains whatever rights it may have to install and construct its Equipment separate and apart from this Agreement; provided, however, that Licensee shall not locate poles, guys, or other facilities where they will (a) interfere with access to Lighting Assets or Distribution Poles or the operation of Tampa Electric's lighting service or electric system or (b) violate any provision of the Standards.

### **SECTION 16. ASSIGNMENTS**

#### 16.1 Assignment by Licensee

Licensee shall not, without prior written consent of Tampa Electric, transfer, assign, delegate or sublet any of its rights or obligations under this Agreement. Such consent shall not be unreasonably withheld by Tampa Electric.

#### 16.2 Non-Release

No permitted transfer, assignment, delegation or subletting by Licensee shall release or relieve Licensee of any of its obligations under this Agreement incurred prior to such

transfer, assignment, delegation or subletting, and Licensee shall remain fully obligated and liable to Tampa Electric for such obligations incurred under this Agreement prior to such transfer, assignment, delegation or subletting, notwithstanding any such permitted transfer, assignment, delegation or subletting.

#### 16.3 Assignment by Tampa Electric

Tampa Electric may transfer, assign or delegate any of its rights or obligations under this Agreement in whole or in part at any time without the consent of, or prior notice to, Licensee. Tampa Electric shall notify Licensee of any such transfer, assignment or delegation within thirty (30) days thereof.

#### 16.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

### **SECTION 17. LICENSEE'S PAYMENT OF TAXES ASSESSMENTS, FEES AND OTHER GOVERNMENTAL CHARGES**

Licensee shall pay, in the normal course of business and before they become delinquent, all taxes, assessments, fees and other governmental charges of any kind whatsoever properly levied or assessed against it or against Licensee's business with regards to its Equipment, including, without limitation, license, permit, and other fees due to the cities or other governmental bodies.

### **SECTION 18. APPLICATION OF FLORIDA LAW**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Florida, except with respect to conflicts of laws. The exclusive venue of any legal proceeding relative to this Agreement shall be in the state and federal courts for Hillsborough County, Florida.

### **SECTION 19. FINAL AGREEMENT**

This Agreement and all Exhibits hereto shall constitute the entire, complete and final agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, undertakings, understandings, representations, statements and agreements between the Parties with respect to the subject matter hereof are merged into this Agreement.

### **SECTION 20. NOTICES**

#### 20.1 Methods of Notice

Any notice (other than Permit Applications or notice provided electronically as set forth above) required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made if (a) delivered in person with receipt acknowledged in writing by the person specified below, or (b) sent by registered or certified mail, return receipt requested, to the person and address specified below:

- (a) If to Licensee:  
Hillsborough County Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622-2287  
ATTN: Chief Executive Officer with copy to General Counsel
- (b) If to Tampa Electric:  
TAMPA ELECTRIC  
P.O. Box 111  
Tampa, Florida 33601  
Attn: \_\_\_\_\_

Notices given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed; provided, however, that no notice shall be effective unless it is given or made in compliance with this Section 20.1.

#### 20.2 Change in Address

The person to whom notice should be directed or the address of any Party to which notice shall be given pursuant to Section 20.1 may be changed at any time upon written notice given pursuant to Section 20.1 to the other Party.

### **SECTION 21. COMPLIANCE WITH LAWS**

#### 21.1 Licensee's Compliance

Licensee shall, at its own cost, and through the use of an Authorized Contractor, install, operate, maintain, replace, repair and remove its Equipment on or from Lighting Assets or Distribution Poles in compliance with the Standards, and all other applicable constitutions, statutes, ordinances, rules, regulations, codes, orders, decisions, ordinances and decrees of all governmental bodies with jurisdiction over the subject matter of this Agreement. Where a difference in any of the foregoing specifications may exist, the more stringent shall apply.

#### 21.2 Severability

If any portion of this Agreement becomes or is determined by a governmental body with jurisdiction to be void, unenforceable, invalid or illegal, Licensee and Tampa Electric shall modify to the extent they are able to do so such portion in a manner which preserves the intent and effect of such portion and the remainder of this Agreement to the maximum extent which is effective, enforceable, valid and legal. If the Parties are unable to reach such a mutually agreeable modification, either Party may, in its sole discretion, terminate this Agreement in its entirety with sixty (60) days' written notice to the other Party.

### **SECTION 22. REPLACEMENT OF AUTHORIZED REPRESENTATIVES**

Licensee may replace any or all of its Authorized Representatives at any time or from time to time by delivering to Tampa Electric a written notice specifying: (a) the name of the new Authorized Representative; (b) if not an employee of Licensee, employer and

relationship to Licensee; (c) title; (d) business address; (e) business telephone number; (f) the name of the Authorized Representative being replaced; and (g) the date when the change becomes effective. Unless otherwise specified in the notice, the new Authorized Representative shall have the same authority as the Authorized Representative being replaced.

## **SECTION 23. MODIFICATIONS AND WAIVERS**

### **23.1 Modifications**

Only written modifications of this Agreement duly authorized and signed by the Parties shall be effective, and no writing shall constitute a modification of this Agreement unless such writing is expressly identified as a modification with specific reference to the provisions of this Agreement to be modified. No modification shall be effective prior to the date such modification is signed by the Parties, unless such modification expressly so provides.

### **23.2 Waiver**

No rights or duties under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such rights or duties in a written instrument identified as a waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

## **SECTION 24. AGREEMENT FOR THE SOLE BENEFIT OF LICENSEE AND TAMPA ELECTRIC**

This Agreement is entered into for the sole benefit of Tampa Electric and Licensee and, where permitted, their respective successors and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, Licensee's or Tampa Electric's customers, concessionaires and licensees.

## **SECTION 25. RELATIONSHIPS OF THE PARTIES**

Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no such provision, or any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of licensor and licensee.

## **SECTION 26. EXISTING CONTRACTS SUPERSEDED**

Any existing agreements between the Parties or their predecessors, whether written or verbal, regarding the installation or maintenance of Equipment to Lighting Assets or Distribution Poles are by mutual consent of the Parties hereby abrogated and superseded by this Agreement.

## **SECTION 27. HEADINGS**

Section and subsection headings are inserted in this Agreement for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

## **SECTION 28. EXECUTION IN COUNTERPARTS**

This Agreement may be simultaneously executed in several counterparts. All such counterparts, when executed and delivered, each as an original, shall constitute but one and the same instrument.

## **SECTION 29. INTERPRETATION**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have prepared, structured or dictated such provision.

## **SECTION 30. FORCE MAJEURE**

As used in this Agreement, the term "Force Majeure" means acts or events, whether foreseen or unforeseen, that prevent a Party, in whole or in part, from performing its obligations under this Agreement, that are beyond the reasonable control of and not the fault of the nonperforming Party, and that the nonperforming Party could not have avoided by the exercise of due diligence. A Party may not claim Force Majeure because of any act or failure to act by such Party's contractors unless such contractors otherwise were subject to a Force Majeure event. Should either Party be rendered unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under the Agreement, the obligation(s) affected by such event of Force Majeure shall be suspended during the continuance of such inability.

## **SECTION 31. NON-DISCRIMINATION**

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

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

Electric, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Tampa Electric must take reasonable steps to ensure that LEP persons have meaningful access to Tampa Electric's programs (70 Fed. Reg. at 74087 to 74100); and
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Tampa Electric from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 31.3 In all solicitations either by competitive bidding or negotiation made by the Tampa Electric 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 Tampa Electric of Tampa Electric's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 31.4 Tampa Electric 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 Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Tampa Electric is in the exclusive possession of another who fails or refuses to furnish this information, Tampa Electric will so certify to Licensee or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 31.5 In the event of Tampa Electric's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Tampa Electric under this Agreement until Tampa Electric complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 31.6 Tampa Electric will include the provisions of Paragraphs 31.1 through 31.6 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Tampa Electric will take such action with respect to any subcontract or procurement as Licensee or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Tampa Electric

becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Tampa Electric may request Licensee to enter into such litigation to protect the interests of Licensee and, in addition, Tampa Electric may request the United States to enter into such litigation to protect the interests of the United States.

Tampa Electric assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Tampa Electric, 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. Tampa Electric, if required by such requirements, will provide assurances to Licensee that Tampa Electric will undertake an affirmative action program and will require the same of its subconsultants.

**SECTION 33. COMPLIANCE WITH CHAPTER 119 FLORIDA STATUTES  
PUBLIC RECORDS LAW**

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

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

- 33.1 Keep and maintain public records required by Licensee in order to perform the services contemplated by this Agreement.
- 33.2 Upon request from Licensee custodian of public records, provide Licensee 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.
- 33.3 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 Agreement and following completion of this Agreement.
- 33.4 Upon completion of this Agreement, keep and maintain public records required by Licensee to perform the services. Tampa Electric 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.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the Effective Date.

LICENSEE

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

"Approved by Legal as to Form"

*MTKamp*

TAMPA ELECTRIC

By: *x*   
Signature

Name: GERRY CHASSE

Title: VP ENERGY DELIVERY

Date: *x* 8/22/2018

By:   
Signature

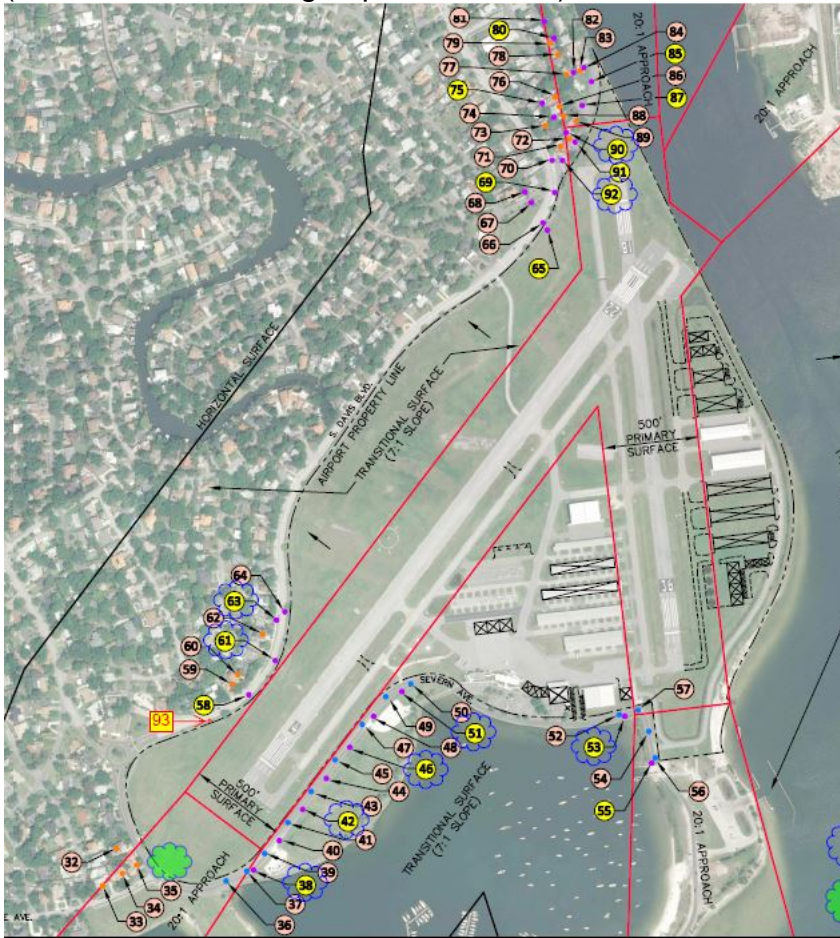
Name: Thomas L Hernandez

Title: SVP - Distributed Energy & Renewables

Date: 8-22-18

## Exhibit A-1

(Insert color rendering of pole locations)



## Exhibit A-2

Number on Ex A	Pole Number	Pole Type
38	25332-40002	Existing Street Light
40	25345-40016	Existing Street Light
42	25359-40031	Existing Street Light
44	25371-40047	Existing Street Light
46	25384-40063	Existing Street Light
48	25397-40078	Existing Street Light
51	25413-40093	Existing Street Light
55	25550-40054	Existing Street Light

Number on Ex A	Pole Number	Pole Type
58	25328-40089	New Street Light
61	25350-40156	New Street Light
63	25342-40124	New Distribution Pole
66	25480-40333	Existing Distribution Pole
69	25490-40350	Existing Street Light
74	25489-40392	Existing Distribution Pole
80	25495-40425	New Distribution Pole
85	25508-40414	New Street Light
87	25508-40396	New Street Light
90	25494-40386	New Distribution Pole
91	25503-40381	New Distribution Pole
92	25493-40371	New Distribution Pole
93	25007-40378	New Street Light

## **Exhibit B**

Permit Application Make Ready Project Details form:

- i. Project Name: HCAA Beacon Attachment (*project number, if applicable*)
- ii. intentionally omitted
- iii. intentionally omitted
- iv. intentionally omitted
- v. Construction Start Date: \_\_\_\_\_
- vi. Submitted by: (*name of person submitting for proposed company*)
- vii. Phone: \_\_\_\_\_
- viii. Email: \_\_\_\_\_
- ix. Type of attachment: (*distribution or lighting*)

## Exhibit C

### LICENSEE:

Brett Fay, C.M., Director of General Aviation  
Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Phone: 813-870-8735  
[BFay@TampaAirport.com](mailto:BFay@TampaAirport.com)

Marilyn Gauthier, C.M., General Aviation Manager, Operations and Maintenance  
PO Box 22287  
Tampa, FL 33622  
Phone: 813-927-7571  
[MGauthier@TampaAirport.com](mailto:MGauthier@TampaAirport.com)

### TAMPA ELECTRIC:

Drew Sirianni  
Acct Manager  
P.O. Box 111  
Tampa, FL 33601  
Phone: 813-228-1639  
[atsirianni@tecoenergy.com](mailto:atsirianni@tecoenergy.com)

Art Bosshart  
Manager Lighting  
P.O. Box 111  
Tampa, FL 33601  
Phone: 813-630-6288

adbosshart@tecoenergy.com

Darren Fudge  
Manager Distribution Services  
P.O. Box 111  
Tampa, FL 33601  
Phone: 813-275-3464  
ddfudge@tecoenergy.com