



**Agreement  
Airport Shared Ride Services  
at  
Tampa International Airport**

**Parties And Addresses:**

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COMPANY: Transafe Transportation, Inc. dba Premier Airport Transportation

Term Date: February 4, 2020 through January 31, 2022

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**AGREEMENT  
FOR  
AIRPORT SHARED RIDE SERVICES**

This Agreement for Airport Shared Ride Services (hereinafter referred to as Agreement) is made and entered into this 5<sup>th</sup> day of December, 2019 between the Hillsborough County Aviation 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 (hereinafter referred to as Authority), and Transafe Transportation, Inc. dba Premier Airport Transportation, a Florida corporation, authorized to do business in the State of Florida (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

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

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport customers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234 , Laws of Florida, as amended; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport customers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing Airport shared ride services to Airport customers derive a special economic benefit from Authority's ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through rentals, fees and charges, or a combination thereof, imposed for the privilege of doing business with Customers who use the Airport; and

WHEREAS, Company agrees to operate a First Class Airport shared ride service with an adequate number of Vehicles in good mechanical condition and with properly licensed Company Drivers to pick up Customers from the Main Terminal; and

WHEREAS, Authority has agreed to permit Company to conduct such business at the Airport, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives and the terms and conditions herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to conduct its business at the Airport and Company agrees to abide by all of the following terms and conditions.

## Article I. RECITALS

The above recitals are true and correct and incorporated herein.

## Article II. AGREEMENT

### Section 2.01 DEFINITIONS

The following terms shall have the meanings set forth below:

- A. **Agreement:** This Airport Shared Ride Services Agreement, including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the Company.
- B. **Agreement Dates:**
  - 1. **Commencement Date:** Company will begin providing Services on February 4, 2020.
  - 2. **Effective Date:** The date of full execution of this Agreement by the Parties.
  - 3. **Expiration Date:** This Agreement expires on January 31, 2022.
  - 4. **Term:** The period of time beginning on the Commencement Date and ending on the Expiration Date.
- C. **Agreement Year:** With respect to the first year of the Agreement, the period commencing on February 4, 2020 and continuing through January 31, 2021. With respect to the subsequent year of the Agreement, each consecutive twelve-month period thereafter.
- D. **Airport:** Tampa International Airport.
- E. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- F. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- G. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- H. **Center(s):** The Authority designated non-exclusive customer pickup and loading areas as detailed in Exhibit B, Ground Transportation Centers.
- I. **Commercial Ground Transportation Facility:** The building provided by Authority located in the Staging Area(s), which contains restrooms and break areas.

- J. **Company Drivers:** An operator of a Company vehicle, licensed by the appropriate regulatory agencies or commissions.
- K. **Company Employees:** Dispatchers, Company Drivers, and any other employee, worker and/or agent directly employed by Company to provide Services hereunder, including Independent Contractor (IC) drivers. All Company Employees are required to comply with the requirements outlined in this Agreement.
- L. **Concessions:** Authority's Concessions Department.
- M. **Agreement Manager:** Authority representative responsible for coordinating and overseeing this Agreement to include, but not be limited to, monitoring, interpreting and overseeing Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- N. **Corporate Representative:** Individual assigned by the Company who is responsible for monitoring this Agreement and coordinating support for this Agreement at the corporate level to ensure compliance with the terms and conditions of this Agreement.
- O. **Counter(s):** Company separately leased customer service counter(s) in the Center(s).
- P. **Customer:** Any person utilizing the Services to and from the Airport.
- Q. **Dispatchers:** Individuals employed by Company to monitor and dispatch Vehicles for pickup of Customers.
- R. **FAA:** The Federal Aviation Administration or any successor thereto.
- S. **First Class:** A manner of operation of the Services, a standard of quality of materials and/or a standard of quality of Services that meets standards in other airports throughout the United States.
- T. **Fiscal Year:** October 1<sup>st</sup> through September 30<sup>th</sup>.
- U. **General Manager:** Individual assigned by the Company who is responsible for the day-to-day operational management of the Services.
- V. **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; and Levels 4 through 9 - six short-term parking levels.
- W. **Minimum Annual Privilege Fee (MAPF):** The minimum amount payable by Company to Authority

for the Privilege Fee each Agreement Year of this Agreement.

- X. **Per-Trip Fee:** The fee established by the Board for each Customer pick-up at the Main Terminal, as may be adjusted from time to time by Authority.
- Y. **Privilege Fee:** The annual fee, comprised of the MAPF or Per-Trip Fee, whichever is greater, paid by Company to Authority as consideration for the privilege of Airport Shared Ride Service rights.
- Z. **Rental Car Center:** The consolidated rental car facility located south of the Main Terminal that houses the on-Airport rental car companies.
- AA. **Remote Curb:** The curbside at the Rental Car Center, or other such future designated remote curbsides near the Rental Car Center, where commercial ground transportation vehicles designated by Authority pick-up and drop-off Airport Customers.
- BB. **Services:** The services and deliverables to be performed and provided by Company as detailed in this Agreement.
- CC. **Shared Ride Services:** Shared passenger transport provided by Company utilizing vehicles capable of transporting Customers and their luggage to the same or similar geographic areas.
- DD. **Staging Area(s):** The Authority designated non-exclusive vehicle staging area(s) as detailed in Exhibit C, Staging Area(s).
- EE. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- FF. **Vehicles:** A motor vehicle properly licensed by the appropriate government agencies to transport Customers for a fare.

## Section 2.02 EXHIBITS

- A. The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement:
  - 1. Exhibit A, Scrutinized Company Certification
  - 2. Exhibit B, Ground Transportation Centers
  - 3. Exhibit C, Staging Area(s)
  - 4. Exhibit D, Customer Complaint Procedures
- B. Interpretations
  - 1. Day(s), as used herein, unless otherwise stated, shall mean calendar day(s).
  - 2. Month(s), as used herein, unless otherwise stated, shall mean calendar month(s).



## **Article III. TERM**

### **Section 3.01 EFFECTIVE DATE**

This Agreement will become binding and effective upon execution by Company and approval and execution by Authority Board.

### **Section 3.02 TERM**

The Term of this Agreement will commence on February 4, 2020 and will continue through January 31, 2022, unless terminated earlier as provided herein.

### **Section 3.03 EARLY TERMINATION**

Authority may cancel this Agreement immediately and without notice for cause, and may terminate without cause at any time upon thirty (30) days written notice by the CEO or designee.

### **Section 3.04 COMMENCEMENT OF FEES AND OTHER CHARGES**

The fees and other charges due hereunder will commence on the Commencement Date and will continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein.

### **Section 3.05 RENEWAL OPTION**

This Agreement may be renewed on the same terms and conditions hereunder for one, one-year period at the discretion of the Authority CEO. Such renewal will be effective by written letter to Company by Authority CEO without the need for a formal amendment of this Agreement. If the renewal option is exercised, this Agreement will have a final expiration date of January 31, 2023.

## **Article IV. COMPANY RIGHTS, DUTIES, AND RESTRICTIONS**

### **Section 4.01 GRANTING OF RIGHT AND PRIVILEGE**

It is hereby agreed and understood that this Agreement provides for the non-exclusive right and privilege to operate Airport shared ride services for the transportation of Customers traveling to and from the Airport.

### **Section 4.02 NON-EXCLUSIVE OPERATING AREAS**

Company hereby acknowledges that it is the desire of Authority to provide a high level of service to Customers traveling to and from the Airport. To this end, Authority grants to Company the right to pick

up Customers from the Centers, as depicted on Exhibit B, Ground Transportation Centers. Centers may be relocated and Exhibit B revised, at the sole discretion of the Authority, by letter and without the need for formal amendment to this Agreement.

A. Drop Off Areas

Company may drop off Customers on the ticketing/departure level of the Main Terminal, the Remote Curb, or any other area designated by the Authority. The Authority reserves the right to re-designate drop off areas at its sole discretion.

B. Loading Areas

Customer loading is permitted only in the designated loading zone within each Center at the Main Terminal. The Authority reserves the right to re-designate Customer pickup and loading areas at its sole discretion.

C. Staging Areas

Staging areas are designated on Exhibit C, Staging Area(s). The Authority reserves the right to re-designate the Staging Area(s) at its sole discretion.

**Section 4.03 LOITERING PROHIBITED**

Company Employees shall promptly depart the Airport after dropping off a Customer or promptly proceed to the appropriate Staging Area. No Company Employee shall loiter or solicit Customers and under no circumstances shall a Company Employee drive around the Airport looking for Customers.

**Section 4.04 PROVISION OF SERVICES**

Company agrees that the consistent provision of adequate Services to and from the Airport is of primary importance. Any area provided by the Authority for picking up and dropping off Customers shall be used solely for such purposes. Company's Employees are not permitted to solicit business at the Airport. Only Employees working at each Counter or Company's Dispatcher may address Customers for the purpose of asking if they need Services, and then only at the Center(s). Also, Company understands and agrees that at no time will any Staging Area(s) or Center(s) be used for Vehicle storage.

**Section 4.05 COMPANY INSTRUCTION**

Company Employees shall assist and direct Customers and prospective Customers upon request. Additionally, Company Employees shall abide by all Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, as presently constituted or as later established or amended, which are incorporated by reference herein.

**Section 4.06 INGRESS AND EGRESS**

Subject to the foregoing, Company shall have the right of ingress to and egress over Airport roadways and common use roadways.

**Section 4.07 CONFLICT IN SERVICE**

Notwithstanding the provisions of this Article, it is specifically understood and agreed that, in the event of a conflict between Company and any other company or licensee at the Airport with regard to the provision of services to be offered by each, the Authority shall determine the appropriate conflict resolution. Company agrees to be bound by such determination.

**Section 4.08 USE OF AIRPORT**

Company shall use Airport only for the purposes specified in this Agreement and for no other reason.

**Section 4.09 SIGNAGE**

No signs will be installed by the Company on or about Airport without prior permission of the Authority. The size, design, and graphic character of such signs will be determined and approved by the Authority, in its sole discretion.

**Section 4.10 VEHICLE MAINTENANCE**

No Vehicle repairs or maintenance shall be performed on the Airport except emergency repairs to allow a disabled Vehicle to be removed. Limited cleaning or prep work is allowable in the Staging Area(s) but is not permitted in any other area of the Airport.

**Section 4.11 FREQUENCY PROTECTION**

Should the Company install or use, with Authority approval, any type of radio transceiver or other wireless communications equipment, the Company will provide frequency protection within the aviation air/ground very high frequency frequency (VHF) band and the ultra high frequency (UHF) band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the Company's equipment. Should interference occur as a result of the Company's installation, Authority reserves the right to shut down the Company's installation until appropriate remedies to the interference are made by the Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Company's expense.

**Article V. STANDARDS OF SERVICE**

**Section 5.01 EQUIPMENT**

All of Company's Vehicles used at the Airport must be First Class, late model, no more than ten (10) years old, fifteen (15) passenger maximum capacity and maximum of twenty-five (25) feet in length; air-conditioned, clean, neat in appearance and safe for operation as determined by the Authority; clearly marked with the Vehicle number and Company name or other such trade dress as approved by the Authority; have no fare metering device installed; and shall comply in all respects with all applicable laws, as well as all rules and regulations and orders of the appropriate regulatory agencies or commissions, including the Authority. All of Company's Vehicles used at the Airport to transport Customers and their luggage shall comply with the certification and permit requirements of all appropriate regulatory agencies or commissions. It is understood that Authority shall, at all reasonable times, have the right to inspect Company's Vehicles and Employees for such compliance. Any violations discovered will be reported to the proper Company officials, and the Authority will refuse to allow any Company Vehicles or Company Employees to operate at the Airport.

#### **Section 5.02 TYPE OF OPERATION**

- A. Company shall provide all Services under this Agreement on a fair and reasonable basis to all Customers of the Airport.
- B. Vehicles shall be available to meet every arriving flight.
- C. Company shall provide for the prompt dispatch of Customers in a reasonable and timely manner regardless of the desired destination of such Customers.
- D. Dispatch of Vehicles shall not require more than 45 minutes, the Company shall arrange for alternate transportation for Customers from the Airport.
- E. Company will provide Services from the Centers.
- F. The location and number of Centers may be changed from time to time by Authority.
- G. Dispatcher coverage shall be scheduled through the last scheduled flight arrival and extended as needed up to one hour to include late flights.
- H. Company shall ensure its ability to provide wheelchair accessible transportation in accordance with the Americans with Disabilities Act (ADA). The provision of such service shall be equivalent to Company's service provided to other Customers with respect to response time, fare structure and service hours.
- I. Authority shall inform Company, in writing, of any request to change, modify or improve the Services. If such change, modification or improvement in Service(s) is not made by Company in accordance with the terms and conditions of such request within thirty (30)

calendar days after said notice by Authority, Authority may declare Company in breach of Agreement and the security deposit shall be forfeited to Authority; provided, however, if the nature of the change, modification or improvement is such that it cannot be completed within thirty (30) calendar days, Company shall notify Authority in writing and request an extension of time to complete the requested change, modification or improvement with explanation of why it cannot timely comply with such change, modification or improvement.

- J. Company shall meet all reasonable demands for Services by Customers at the Main Terminal. Company Drivers and IC Drivers shall not refuse Customers due to the length of the trip or location of the destination.
- K. Company Drivers and IC Drivers shall not interfere with pedestrian or vehicular traffic on the curbsides or confront drivers of private vehicles.

### **Section 5.03 COMPANY RATES FOR CUSTOMERS**

Company agrees that the following shall apply with respect to trips originating at the Main Terminal or with respect to trips terminating at the Main Terminal.

- A. The Company will charge rates which are fair, reasonable and non-discriminatory.
- B. The Company's initial rates for Customer transportation will be submitted to the Authority prior to commencement of this Agreement and will be filed with Hillsborough County or the State of Florida in accordance with applicable regulations. Thereafter, any change in such rates must be submitted to the Authority and similarly submitted or filed with Hillsborough County or the State of Florida in accordance with applicable regulations.
- C. Rate information to various representative destinations will be available at the Counter(s) in each of the Center(s) for Customers making transportation arrangements.
- D. Company shall not be entitled to add any other surcharge to the rates, fares or charges, other than Per-Trip Fees, of Customers picked up from the Airport, and Company shall charge only the rates and fees authorized by the appropriate regulatory agencies or commissions.
- E. Company shall be permitted to enter into arrangements with any airline that serves the Airport to transport Customers to various destinations due to flight cancellations occasioned by mechanical conditions or weather; provided, however, that such arrangements will be with the airline and not the Customers.
- F. Company may contract with any airline serving the Airport for non-exclusive baggage delivery service from the Airport.

#### **Section 5.04 HOURS OF OPERATION**

The Company will serve all scheduled air carrier passenger flights at the Airport with the number of Vehicles sufficient to meet all reasonable demands for the transportation of customers from the Airport. In addition, the Company will supply sufficient Vehicles to meet delayed flights if called upon to do so after reasonable notice to the Company by the Authority.

#### **Section 5.05 SERVICE STANDARDS**

The Company will provide a First Class service and comply with the following service standards:

- A. Provide all Services under this Agreement on a fair, nondiscriminatory, and reasonable basis to all customers.
- B. Promptly dispatch Customers to and from the Airport in a timely manner regardless of such Customers' reservation status or desired destination.
- C. Be solely responsible for the quality of all Services provided by the Company or its subcontractors under this Agreement. All Services furnished by Company or its subcontractors will be performed in accordance with First-Class practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's Services will conform with all applicable Federal and State laws, regulations and ordinances. Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.
- D. Provide wheelchair accessible transportation in accordance with the ADA. The provision of such service will be equivalent to the Company's service provided to other customers with respect to response time, fare structure, service hours, trip length and routing. Vehicles used to provide the wheelchair accessible service are not required to meet the capacity criteria established for shared ride vehicles in Section 5.01 above. The wheelchair accessible service may be provided through a subcontractor or through a specially equipped wheelchair accessible vehicle operated by the Company as approved in writing by the Authority. Any such subcontractor providing such service on behalf of the Company will comply with all applicable Rules and Regulations and Operating Directives, as well as, the requirements of this Agreement. Upon request by the Authority, Company will furnish proof of compliance with all applicable provisions of the ADA.
- E. Respond to all customer complaints in accordance with Exhibit D, Customer Complaint Procedures and advise the Authority of the complaint and outcome. All complaints outside the Company's responsibility will be forwarded to the Authority Concessions Department immediately.

## Section 5.06 COMPANY EMPLOYEES

### A. General Responsibilities

Company must meet the following Authority standards, which are subject to change from time to time at the sole discretion of Authority.

1. Maintain a sufficient number of properly trained personnel to ensure that the Customer receives prompt and courteous service at all times.
2. Provide key personnel for the management of the Services that includes, but is not limited to, managers, supervisors and Dispatchers.
3. Ensure Dispatcher remain on-site at the Airport until all arriving flights are met.
4. Ensure that the Company's Drivers, Dispatcher, subcontractors, agents or representatives provide First-Class service to Customers, as determined by the Authority in its sole discretion.
5. Remove from the Airport, or cause the removal of, any Employee(s) who participates in acts of misconduct or who does not't meet the standards specified in this Section. Company will be solely responsible for the conduct and performance of Company Employees, agents, subcontractors, and/or representatives in the performance of this Agreement.
6. Ensure that Company Employees enter the Main Terminal only to utilize the restroom or concession facilities. Company Employees will not be permitted to loiter in the Main Terminal or utilize the public seating areas of the Main Terminal. Employees may utilize the Commercial Ground Transportation Facility to take breaks and/or utilize restrooms.

### B. Independent Contractor

Company shall have the right to provide Services through the use of Company Employees and/or Independent Contractors as it determines most beneficial to its Customers and the Authority. If Company chooses to provide a portion of its Services through the use of Independent Contractors, it shall do so only under written contract with each such persons. Without diminishing Company's obligations under this Agreement, each such written contract shall require that Independent Contractors comply with all the terms and conditions of this Agreement, including a provision that upon the early termination of this Agreement, the contract between such Independent Contractor and Company will also terminate without liability of any kind imposed on Authority. Notwithstanding the foregoing, Company agrees to be wholly responsible for ensuring that all terms and conditions of this Agreement are fully satisfied and that its Independent Contractors are in compliance with all terms and conditions of this Agreement.

### C. Employee Conduct

Company Drivers, Dispatchers, and IC Drivers will be responsible for complying with the following:

1. Provide a First-Class service to all Customers.
2. Assist and direct prospective Customers when asked for information including, but not limited to, direction to other transportation options.
3. Abide by all Rules and Regulations of the Authority, as may be amended.
4. Be able to communicate effectively in English.
5. Be clean, neat in appearance, courteous, and maintain good personal hygiene, grooming and cleanliness.
6. Be appropriately attired in a uniform-type shirt that includes the Company name and the name of the Company Employee.
7. Use appropriate language and not act in a loud, boisterous or otherwise improper manner.
8. Will not loiter or solicit Customers.

Company Drivers and IC Drivers will remain with their Vehicles while waiting in any loading area or Staging Area and shall also be prohibited from loitering or gathering in the Main Terminal for any purpose whatsoever when in uniform or while on duty. Notwithstanding the foregoing, Company Drivers and IC Drivers may leave their Vehicles to assist Customers with baggage to the departure level entrance doors if a skycap is not available, but only to the extent permitted by Authority. Company Drivers and IC Drivers may also leave their Vehicles to assist Customers at the loading area in entering the Vehicle and loading their baggage into the Vehicle.

9. Interact with Customers as follows:
  - a. Greet and welcome each Customer;
  - b. Assist with loading and unloading luggage;
  - c. Open Vehicle door(s) for each Customer; and
  - d. Thank each Customer for their business.

### D. General Manager

The General Manager will be subject at all times to the direction and control of the Company. The General Manager will be available to respond to the Authority during



normal business hours and at other times as required. The Company will at all times during the absence of the General Manager assign a qualified substitute to be in charge of the operations at the Airport who will be available to act in the same capacity and in the same manner on behalf of the Company as the General Manager.

- E. Company will be solely responsible for the conduct and performance of all Company Employees assigned to the Airport to ensure the highest standard of service to the public. The performance of such obligation will be determined at the sole discretion of Authority. Company will immediately, upon written notification by Authority, remove from Airport service any Company Employee who participates in acts of misconduct or fails to meet the standards set forth herein. Violations of any operational requirements, including but not limited to, all such requirements listed in this Agreement or subsequent Authority or Company directives, by Company Drivers and/or IC Drivers could result in suspension of privilege to operate at the Airport for such individual(s). Serious violations, such as loading in unauthorized areas, or recurring violations may result in permanent loss of an individual's privilege to operate at the Airport.

#### **Section 5.07 COUNTERS**

Company may lease an Authority provided Counter in each Center under a separate agreement with the Authority. The Counter may include connections for phone and data lines. All equipment, office supplies, and phone and data line costs for the Counter are the responsibility of the Company. The Company may lease office space at a Center as a central base of operation for the Company's Dispatcher on the Airport (Dispatcher Office). Access to a Counter in each Center may be on a shared use basis. The Company will either staff the appropriate Counter in each Center with Dispatcher personnel or provide communication easily accessible to the public to a Dispatcher in the Dispatcher Office. The Counters have considerable visibility to Airport customers, including potential walk up customers without a prior reservation requesting transportation. The Counters are more specifically depicted on Appendix B. The Authority reserves the right to relocate or reassign the Counters at any time. Display screens behind each Counter will be provided and controlled by the Authority for Company information. The Authority must approve any information Company requests for display screens.

#### **Section 5.08 MANAGEMENT AND SUPERVISION**

Company's management personnel will be available 24 hours a day to address operational situations.

#### **Section 5.09 COMPLAINTS**

In the event of a complaint presented to Authority concerning the Service provided by Company or any Company Employee or representative, written or oral, Authority will immediately refer the complaint to Company for response. Company shall investigate and resolve the complaint in accordance with Exhibit D.

**Article VI. FEES AND PAYMENTS**

**Section 6.01 PRIVILEGE FEE**

In consideration of the privileges granted hereunder, Company will pay to Authority, beginning on the Commencement Date and continuing through the Term of this Agreement, including any renewal option, except as provided below, in lawful money of the United States of America, for each Agreement year, or portion thereof, a Privilege Fee which is the greater of the MAPF OR the Per-Trip Fee.

**A. MAPF**

Company's MAPF for the first year of this Agreement is one-hundred and twenty-five thousand dollars (\$125,000.00). The MAPF begins on the Commencement Date and continues through the end of the Term of this Agreement, including any renewal option. Company's MAPF will be pro-rated to include any period of time from the Commencement Date to the end of Term, including any renewal option, that exceeds twelve (12) months.

**B. Annual Adjustment**

Beginning with the second year of this Agreement and for each year of this Agreement thereafter, the MAPF will be equal to eighty-five percent (85%) of the Privilege Fee payable by Company to Authority for the previous year.

**C. Per-Trip Fee**

Company acknowledges Authority has installed an AVI system which provides Authority the ability to charge vehicle Per-Trip Fees. Company agrees to abide by Authority's AVI procedures. During the Term of this Agreement and continuing thereafter, Company will pay to Authority a Per-Trip Fee in accordance with the table below each time Company picks up a Customer at the Main Terminal, without offset or demand. Per-Trip Fees may be adjusted from time to time by Authority Board.

The Per-Trip Fees to be paid to the Authority are as follows:

| Period  | Per-Trip Fee |
|---|--------------|
| February 4, 2020 through July 31, 2020  | \$3.50       |
| August 1, 2020 through remainder of Term of Agreement including renewal option* | \$4.50       |

\*Per-Trip Fees may be adjusted from time to time by the Authority Board.

Company acknowledges that the Per-Trip Fee is a fee payable by Company to Authority under this Agreement and is not a fee imposed by Authority upon Airport Customers. Authority does not require, but will not prohibit, a separate statement of and charge for

the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions: (a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Effective Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "TPA, Tampa International Airport or Airport fee", or such other name as is first approved by Authority in writing; (c) it must be shown separately on Customer receipts and apart from other charges (i.e. "below the tax line"); (d) it will not be higher than the Per-Trip Fee established in this Agreement; (e) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that Authority is requiring the pass-through or collection thereof.

#### **Section 6.02 PAYMENT OF PRIVILEGE FEE**

- A. On or before the fifteenth (15th) day of each month after the Commencement Date, Company will pay to Authority, without set off, deduction, prior notice, or demand, the greater of one-twelfth (1/12th) of the MAPF OR the monthly Per-Trip Fee in the prior month as reported on the monthly passenger detail report. For any payment period of less than one month, the MAPF payment will be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.
- B. Within thirty (30) days of receipt of Company's monthly passenger detail report for the final month of each year of this Agreement, Authority will prepare an analysis of the MAPF versus the Per-Trip Fee paid during the subject year. In the event Company's cumulative payments during the year exceed the Per-Trip Fee due to Authority, Authority will issue a credit memo indicating that said overpayment shall be credited to the fees next thereafter due from Company.

#### **Section 6.03 FEES AND OTHER PAYMENTS A SEPARATE COVENANT**

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

#### **Section 6.04 FAILURE TO MAKE TIMELY PAYMENTS**

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of fees or charges due hereunder or rightly due and owing by an audit of Company's books and records as provided in Section 7.01, and in the event Company is delinquent in paying to Authority any such fees or charges for a period of seven (7) calendar days after such payment is due, Authority reserves the right to charge Company a late fee of \$250.00 per calendar day until such payments are received.

In the event of a dispute as to the amount to be paid, Authority will accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest up to eighteen percent (18%) will apply only to the deficiency. The acceptance of any such tendered payment will not constitute a waiver, modification or accord and satisfaction with respect to the total amount due and owing under this Agreement.

The right of Authority to require payment of interest and the obligation of Company to pay same will be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies as authorized and provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments will in no way waive the right of Authority to take such action at a subsequent time. Authority expects all fees and charges to be paid on time and Company agrees to pay on time.

Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a default of Company, Authority may, in Authority's reasonable discretion, terminate this Agreement upon written notice to Company if there are three (3) instances during the Term of this Agreement in which (i) Company's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Company fails to maintain adequate records and accounts reflecting its operation at the Airport and calculation of Per-Trip Fee under this Agreement; or (iii) Company fails or refuses to submit the formal supporting paperwork as required herein.

#### **Section 6.05 PLACE OF PAYMENTS**

Company will submit all fees and other charges required by this Agreement as designated in the Notices and Communications Article below.

#### **Section 6.06 MONTHLY REPORT**

- A. Within ten (10) calendar days after the close of each calendar month of the Term of this Agreement, Company will submit to Authority a monthly passenger detail report with detail satisfactory to Authority for the previous calendar month. The monthly passenger detail report will contain the total number of Vehicle trips dispatched from the Airport and the total number of Customers picked up at the Main Terminal for the reporting period. The monthly passenger detail report must be signed and/or certified by an authorized official of Company. All such information contained in the monthly passenger detail report shall be accurate at all times. Payment is due without set off, deduction, prior notice, or demand, simultaneously with the submission of the monthly passenger detail report to Authority.
- B. At Authority discretion, the monthly passenger detail report may be required in electronic

format or utilizing a portal system or technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or other electronic transmission, Authority will not be obligated to furnish Company with the equipment or systems necessary to do so.

- C. The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the information in the monthly passenger detail report required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company will pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50) for each calendar day Company is late in submitting a monthly passenger detail report in the format required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

## **Section 6.07 MISREPRESENTATION**

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

## **Article VII. ACCOUNTING, RECORDS, AND AUDIT**

### **Section 7.01 BOOKS AND RECORDS**

The acceptance of the monthly passenger detail report and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the Term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain records and internal controls for five (5) years after expiration or termination of this Agreement. Accounting records of Company will be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

### **Section 7.02 ANNUAL CERTIFIED STATEMENT**

Within ninety (90) calendar days after the end of each Agreement year during the Term of this Agreement, Company will provide, at its sole cost and expense, an Annual Certified Statement (Statement) of Vehicle trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees paid to Authority. At no time will there be any downward adjustment of the Privilege Fees paid as a result of the Statement. The Statement will be signed by an officer of Company acknowledging the authenticity of the reports generated by Company's dispatching and tracking systems. The Statement will include a schedule of Vehicle trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees for each month of

operations in this Agreement year. Each subsequent Statement will cover the successive twelve (12) month period. The last such Statement required under this Agreement will include the last day of operations. A \$100.00 per calendar day late fee may be assessed by Authority for every day the Statement is late.

**Section 7.03 AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATIONS ENGAGEMENTS**

Notwithstanding Company's requirement to submit the Statement as set forth above, Authority, or its representative, will have the right, during the Term of this Agreement, including any renewal option, with seven (7) calendar days advance written notice, through the expiration of the third (3rd) year after the expiration or termination of this Agreement and at all reasonable times, to review all books, records, and contracts of Company and, where applicable, all individuals or other business entities who are party to this Agreement, including franchisee/licensee records and audits of all business transacted at the Airport, which includes all pick-ups from the Main Terminal by Company, to substantiate the accuracy of reported Per-Trip Fees and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, books of account, statements, documents, records, way bills, returns, papers, and files. Such right of examination will include cooperation by Company Employees as reasonably considered necessary by Authority or its representatives to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Per-Trip Fees. All such books, records, and contracts will be kept for a minimum period of three (3) years after the close of each Fiscal Year ending September 30.

Such engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Company will reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, in accordance with Authority Policy and Standard Procedure relating to Travel Expenses. Company will allow Authority representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Company will provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company will not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, or for any cost of retrieving, downloading to storage media and/or printing of any records or transactions stored in magnetic, optical microform or other media. Company will provide all records and retrievals requested within seven (7) calendar days of the request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per calendar day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is established that Company owes Per-Trip Fees or charges to

Authority, Company will pay such additional Per-Trip Fees and/or charges to Authority and Authority may assess interest up to eighteen percent (18%) on the amount due from the date the amount was initially due. If it is established that Company underreported Per-Trip Fees or charges by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated within the transmittal letter accompanying the engagement results, but no less than fifteen (15) calendar days following issuance of said letter. If it is established that Company underreported Per-Trip Fees or underpaid charges by seven percent (7%) or more for the period under consideration, Authority will be entitled to terminate this Agreement for cause upon thirty (30) calendar days' written notice, regardless of whether the deficiency is paid.

## **Article VIII. ACDBE PARTICIPATION AND COMPLIANCE**

### **Section 8.01 AUTHORITY POLICY**

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBE) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority ACDBE Policy and Program (incorporated herein by reference and hereinafter referred to as ACDBE Program). In advancing Authority's ACDBE Program, Company agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and Authority's ACDBE Program, have a fair opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Agreement.

### **Section 8.02 NON-DISCRIMINATION**

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.
- B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations found at 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Company agrees to include the statements in paragraphs (1) and (2) above in any subsequent concession agreement or contract that it enters into that are covered by 49 CFR Part 23 and cause those businesses to similarly include the statements in further

agreements.

### **Section 8.03 GOAL**

#### **A. ACDBE Goal**

No specific goal for ACDBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority's ACDBE Program, throughout the Term of this Agreement, to contract with ACDBE firms certified under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.

#### **B. ACDBE Termination and Substitution**

Company is prohibited from terminating or altering or changing the Services of an ACDBE without Authority prior written consent. If an ACDBE is terminated by Company with Authority consent or because of the ACDBE's default, then Company must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25(e)(1)(iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

### **Section 8.04 MONITORING**

Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participant, and other records pertaining to ACDBE participation, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases and/or subcontracts utilized by Company for the achievement of these goals.

### **Section 8.05 PROMPT PAYMENT**

Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.



## **Article IX. DEFAULT AND TERMINATION**

### **Section 9.01 EVENTS OF DEFAULT**

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

### **Section 9.02 AUTHORITY REMEDIES**

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of

this Agreement; or

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

Company will not be entitled to any damages or remedies for wrongful termination of this Agreement by Authority.

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

### **Section 9.03 CONTINUING RESPONSIBILITIES OF COMPANY**

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

## **Article X. INDEMNIFICATION**

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

2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents employees, and volunteers.

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
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 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 Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, it's Members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(1) or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
  
- D. 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 Contractor 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 Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida’s and FDOT’s sovereign immunity.
  
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
  
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
  
- G. 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 Article.
  
- H. If the above Sections A - G or any part of this Sections A – G is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

**Article XI. INSURANCE**

**Section 11.01 INSURANCE TERMS AND CONDITIONS**

Company must maintain the following limits and uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that

Authority, members of Authority's governing body, and Authority officers, volunteers, and employees are included as additional insureds.

**Section 11.02 LIMITS AND REQUIREMENTS**

**A. Commercial General Liability Insurance**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services provided pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

|   |                    |
|---|--------------------|
|   | Agreement Specific |
| General Aggregate                               | \$1,000,000        |
| Each Occurrence                                 | \$1,000,000        |
| Personal and Advertising Injury Each Occurrence | \$1,000,000        |

**B. Worker’s Compensation and Employer's Liability Insurance**

Coverage shall be provided on a form no more restrictive than the most recent edition of the NCCI standard Workers' Compensation Policy. Where applicable, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law requiring compensation for employee injuries. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

|                         |             |
|-------------------------|-------------|
| Part One                | Statutory   |
| Part Two                |             |
| Each Accident           | \$1,000,000 |
| Disease - Policy Limit  | \$1,000,000 |
| Disease - Each Employee | \$1,000,000 |

**C. Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned or scheduled autos and scheduled drivers used in connection with work performed pursuant to this Agreement. Coverage shall be provided on a form no more restrictive than the most recent edition of ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement are:

Each Occurrence Bodily Injury  
& Property Damage Combined

\$1,000,000

### **Section 11.03 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 Agreement, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

### **Section 11.04 CONDITIONS OF ACCEPTANCE**

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions.

## **Article XII. SECURITY FOR PAYMENT**

- A. Company will provide Authority, on or before the Commencement Date of this Agreement, with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees and charges due hereunder or five thousand (\$5,000), whichever is greater (hereinafter referred to as Security Deposit). Such Security Deposit will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Security Deposit is for a period less than the full period required hereunder or if such Security Deposit is canceled, Company will provide a renewal or replacement Security Deposit for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Any such bond that is used as Security Deposit herein shall require notice by surety to Authority at least sixty (60) days prior to any cancellation thereof.
- B. In the event Authority is required to draw down or collect against Company's Security Deposit for any reason, Company will, within ten business days after Authority written demand, take such action as may be necessary to replenish the existing Security Deposit to its original amount or to provide additional or supplemental Security Deposit from another source so that the aggregate of all Security Deposit is equal to the original amount payable by Company pursuant to this Article.
- C. If Company fails to obtain and keep in force such Security Deposit required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority rights under

this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

- D. Subject to the provisions of this Article, this Security Deposit will be returned within thirty (30) days following the expiration or termination of this Agreement.

### **Article XIII. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES**

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with all applicable Federal, State, and local laws and regulations, as amended, as well as all Airport 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 the 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 fifteen (15) days of written notice.

### **Article XIV. NON-EXCLUSIVE RIGHTS**

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

### **Article XV. 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; and any similar or successor laws, ordinances, rules, standards codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

### **Article XVI. NON-DISCRIMINATION**

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

- A. 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 (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- B. Civil Rights. Company, 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S. C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
  3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal -ai d programs and projects);
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);



8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 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;
  11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
  12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).
- C. In all solicitations either by competitive bidding or negotiation made by 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 Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. 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.
- E. In the event of Company'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

Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

- F. Company will include the provisions of Paragraphs A through E 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.
- G. Company 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 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.

#### **Article XVII. ASSIGNMENT AND SUBCONTRACTING/SUBLEASING**

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority which consent shall not be unreasonably withheld. 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 Agreement.

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

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 Agreement 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.

#### **Article XVIII. WAIVER OF CLAIMS**

Company hereby waives any claim against Authority and its officers, Board, agents, or employees,

for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

#### **Article XIX. VENUE**

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

#### **Article XX. COMPLIANCE WITH PUBLIC RECORDS LAW**

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

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

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated in this Agreement.
- B. 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.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, 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 records, in a format that is compatible with the information technology systems of Authority.

#### **Article XXI. DATA SECURITY**

Company will establish and maintain reasonable 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 performing under this Agreement. 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 this Agreement 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:

- A. Notify Authority of such breach or potential breach; and
- B. 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.

**Article XXII. 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 Agreement, 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 Agreement 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.

**Article XXIII. INVALIDITY OF CLAUSES**

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

**Article XXIV. 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

**TO COMPANY:**

(MAIL DELIVERY)

TRANSFAE TRANSPORTATION, INC.  
DBA PREMIER AIRPORT TRANSPORTATION  
4810 N. HALE AVE.  
TAMPA, FL 33614  
ATTN: BROOK NEGUSEI

**OR**

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY  
SUITE 2400, ADMINISTRATION BUILDING  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)

TRANSFAE TRANSPORTATION, INC.  
DBA PREMIER AIRPORT TRANSPORTATION  
4810 N. HALE AVE.  
TAMPA, FL 33614  
ATTN: BROOK NEGUSEI

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

**Article XXV. HEADINGS**

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

**Article XXVI. 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.

**Article XXVII. MISCELLANEOUS**

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

**Article XXVIII. AUTHORITY APPROVALS**

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

**Article XXIX. AGREEMENT MADE IN FLORIDA**

This Agreement 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 Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

**Article XXX. SUBORDINATION OF AGREEMENT**

It is mutually understood and agreed that this Agreement 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 Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

**Article XXXI. SUBORDINATION TO TRUST AGREEMENT**

This Agreement 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 Agreement 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.

**Article XXXII. SEVERABILITY**

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

**Article XXXIII. RIGHT TO AMEND**

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement 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 Agreement 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.

#### **Article XXXIV. TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement.

#### **Article XXXV. COMPLETE AGREEMENT**

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

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 5<sup>th</sup> day of December, 2019.

**ATTEST**

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

\_\_\_\_\_  
Mayor Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary W. Harrod, Chairman

Address: P.O. Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

WITNESS:  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**  
BY: \_\_\_\_\_  
David Scott Knight, Assistant General  
Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of December, 2020, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Mayor Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

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

\_\_\_\_\_  
Printed Name

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



**TRANSFAE TRANSPORTATION, INC. DBA  
PREMIER AIRPORT TRANSPORTATION**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

**TRANSFAE TRANSPORTATION, INC.  
DBA PREMIER AIRPORT TRANSPORTATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_ in the capacity of \_\_\_\_\_,

(Individual's Name)

(Individual's Title)

at \_\_\_\_\_, a \_\_\_\_\_, on its behalf \_\_\_\_\_

(Company Name)

(type of company)

(He is / She is)

\_\_\_\_\_ known to me and has produced \_\_\_\_\_

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

EXHIBIT A  
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: \_\_\_\_\_ FID or EIN  
No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

I, \_\_\_\_\_ as a representative of

---

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

---

SIGNATURE

---

TITLE

---

PRINTED NAME

---

DATE

EXHIBIT B  
Ground Transportation Centers

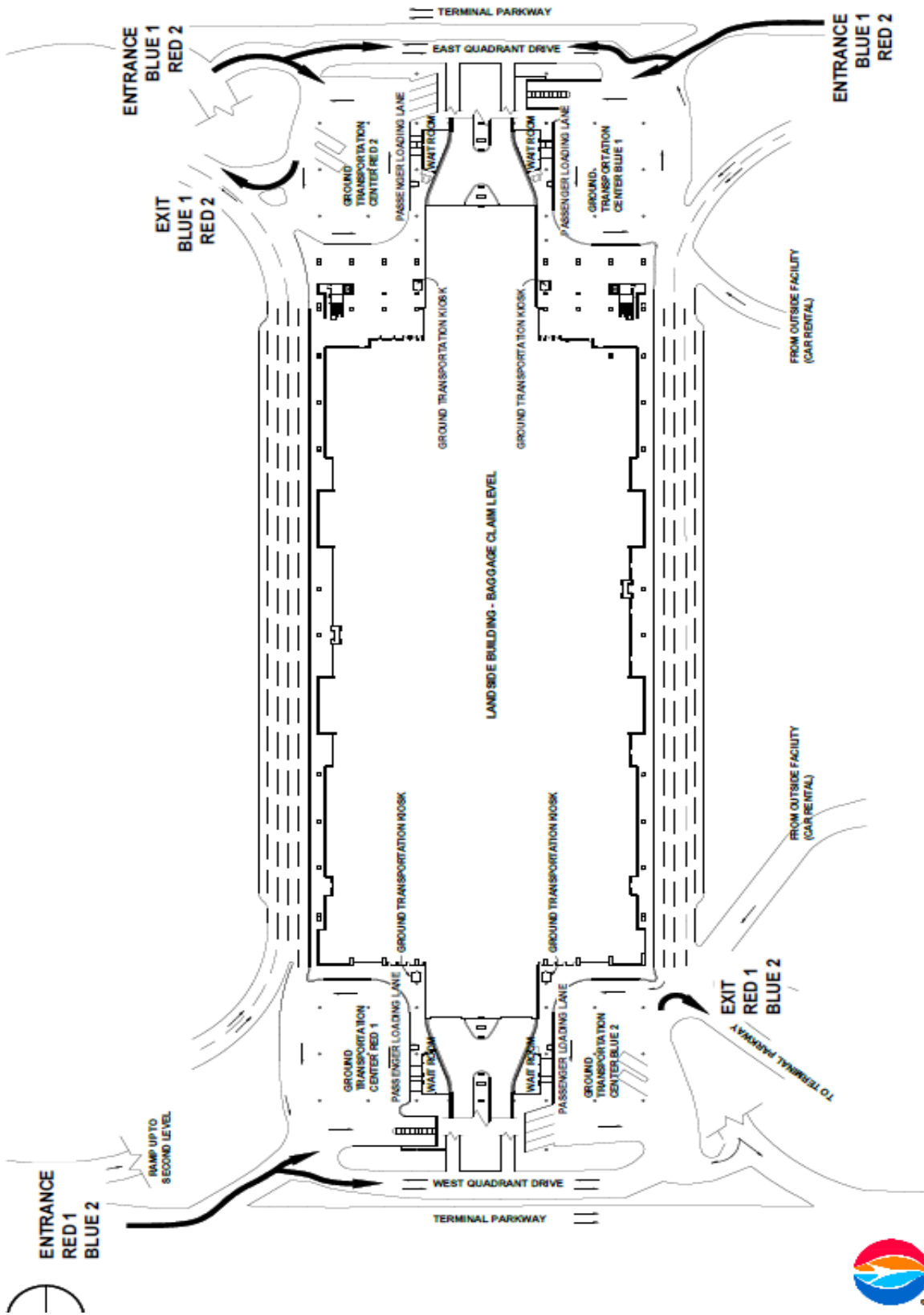
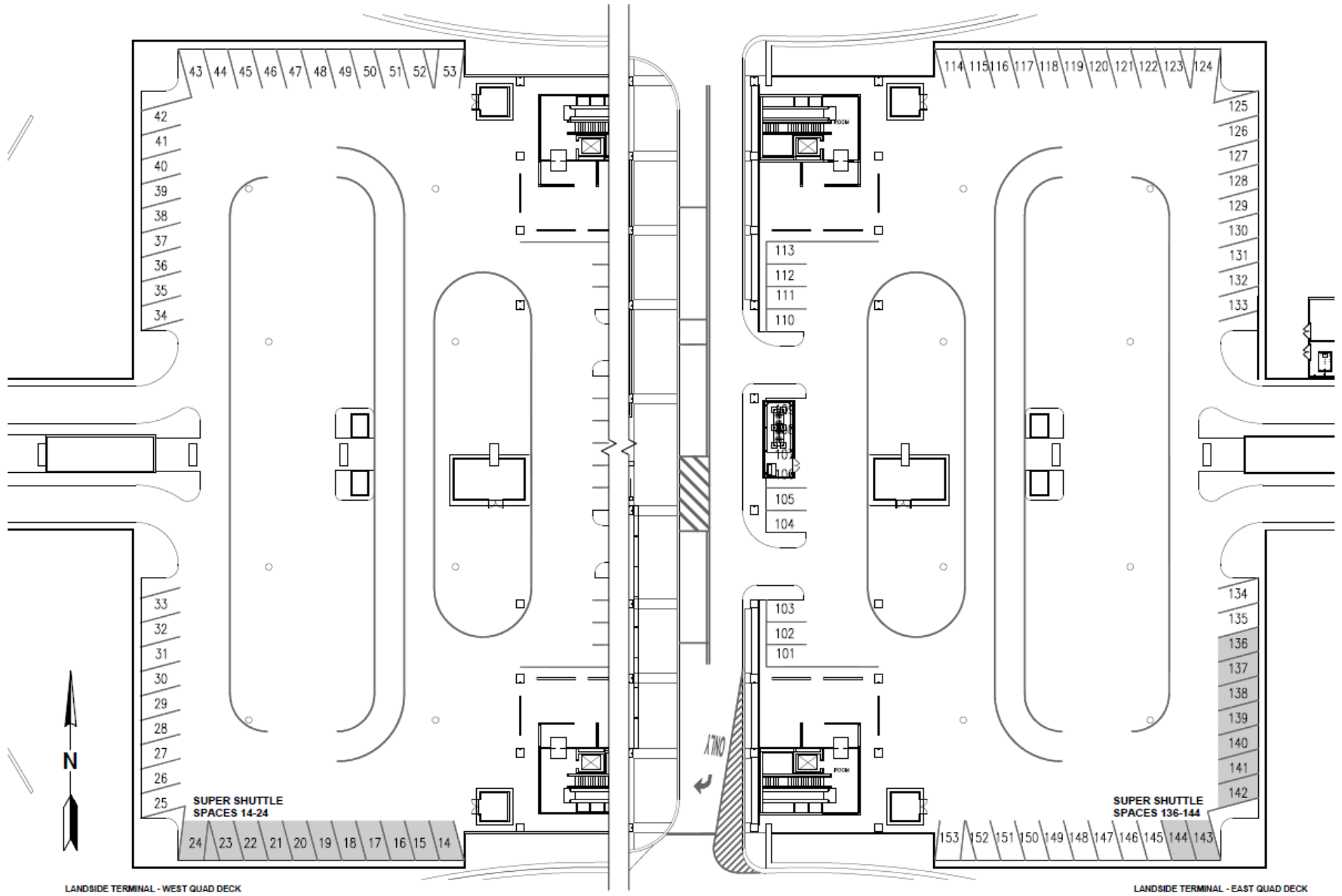


EXHIBIT C  
Staging Area(s)



**EXHIBIT D**  
**CUSTOMER COMPLAINT PROCEDURES**

Transafe will take all necessary steps to address all complaints and will respond in writing to the complaining customer.

Transafe's response will include the actions taken by Transafe to resolve the complaint. All incidents will be reported to the General Manager on a daily basis, including field reports and Supervisors incident reports.