

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO AGREEMENT FOR OPERATION OF TAXICAB SERVICES

AT TAMPA INTERNATIONAL AIRPORT MAIN TERMINAL

WEST COAST TRANSPORTATION, INC. D/B/A YELLOW CAB

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 1 TO AGREEMENT FOR OPERATION OF TAXICAB SERVICES AT  
TAMPA INTERNATIONAL AIRPORT MAIN TERMINAL

THIS AMENDMENT No. 1 to that certain Agreement for Operation of Taxicab Services at Tampa International Airport Main Terminal, dated February 1, 2018, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and WEST COAST TRANSPORTATION, INC. D/B/A YELLOW CAB, a corporation organized and existing under the laws of the State of Florida and authorized to conduct business in the State of Florida ("Company") (hereinafter individually and collectively referred to as the "Party" or "Parties") is made and entered into this 5<sup>th</sup> day of November, 2020 ("Amendment No. 1").

WITNESSETH:

WHEREAS, on February 1, 2018, Authority and Company entered into an Agreement for Operation of Taxicab Services at Tampa International Airport Main Terminal ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as hereinafter set forth; and

WHEREAS, the worldwide COVID-19 pandemic has caused significant disruptions to domestic and international air travel; and

WHEREAS, the Authority is the owner and operator of Tampa International Airport ("Airport") and is the "airport sponsor" of the Airport under Federal law; and

WHEREAS, all concessionaires operating at the Airport have experienced severe reductions in revenue which have resulted in near-term cash flow challenges for such concessionaires, including Company; and

WHEREAS, on March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") which provides, among other things, aid to U.S. airports consisting of direct grants; however, such CARES Act funds are not available to Company, other than certain relief for small businesses; and

WHEREAS, 49 United States Code (U.S.C.) § 47107(a)(13) requires airport sponsors to be as self-sustaining as possible under the circumstances at that airport (*see also Grant Assurance 24, Fee and Rental Structure*); and

WHEREAS, the Federal Aviation Administration's (the "FAA") *Policy and Procedures Concerning the Use of Airport Revenue*, 64 Fed. Reg. 7696, February 16, 1999 ("Revenue Use Policy") requires airport sponsors, including the Authority, when entering into agreements, to undertake reasonable efforts to be self-sustaining in accordance with 49 U.S.C. § 47107(a)(13); and

WHEREAS, the FAA-issued guidance dated April 3, 2020 entitled "Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations" (the "FAA Guidance") allows deferral of rental payments or other fees payable by concessionaires but states therein, consistent with the above, that a core goal of airports should be "to keep the airport solvent to ensure that the airport can remain open"; and

WHEREAS, the Authority has entered into various Trust Agreements under which its revenue bonds are outstanding, in which the Authority has covenanted to fix, revise from time to time when necessary, maintain and collect such fees, rates, rentals and other charges for the use of the products, services and facilities of the Airport System, or concessions granted in connection therewith, that will be sufficient to meet various coverage requirements and deposit requirements; and

WHEREAS, after careful analysis and consideration, the Authority has determined that the use of CARES Act funds and abatement of certain concession revenues as provided in this Amendment No. 1 and certain agreements with other tenants at the Airport, including airlines, concessionaires, rental car operators and others, is the best way to achieve the goals of maintaining the Authority's financial self-sustainability and assisting Company in continuing operations at the Airport as well as comply with the Authority's obligations under its Trust Agreements, Section 47107(a)(13) of U.S.C. Chapter 49, the Revenue Use Policy, Grant Assurance 24 and the FAA Guidance and to reasonably mitigate its concessionaire partners' need to address near-term cash flow challenges; and

WHEREAS, the Authority has offered the terms of this Amendment No. 1 to Company, and Company is current on its payments to the Authority through March 31, 2020, and Company has opted to enter into this Amendment No. 1.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 1 is effective November 5, 2020.
3. ARTICLE 3, TERM, Section 3.02, Term, is hereby deleted in its entirety and replaced with the following:

3.02 Term

The Term of this Agreement will commence on March 1, 2018 (Commencement Date) and will continue through February 28, 2023, unless terminated earlier as provided herein.

4. ARTICLE 3, TERM, Section 3.04, Renewal Option, is hereby deleted in its entirety and all references in the Agreement to a renewal option are hereby deleted.
5. ARTICLE 3, TERM, Section 3.04, Early Termination, is hereby added to the Agreement as follows:

3.04 Early Termination

This Agreement may be terminated by CEO or designee upon 30 days' written notice to Company with or without cause, unless terminated earlier as provided herein. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any fees or other charges due to Authority under this Agreement, upon 30 days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 days from the date of the notice or such date set forth in the notice of termination.

6. ARTICLE 5, STANDARDS OF SERVICE, Section 5.02, Type of Operation, Paragraph M, is hereby added to the Agreement as follows:

M. This Section 5.02 may be amended by Authority's Vice President of Concessions and Commercial Parking by written letter to Company, without the need for formal amendment to this Agreement.

7. ARTICLE 6, EMERGENCY TAXICAB SERVICES, Paragraph G, is hereby added to the Agreement as follows:

G. This Article 6 may be amended by Authority's Vice President of Concessions and Commercial Parking by written letter to Company, without the need for formal amendment to this Agreement.

8. ARTICLE 7, FEES AND PAYMENTS, Section 7.01, Privilege Fee, is amended by adding the following paragraph at the end of the initial paragraph:

Notwithstanding the foregoing, for the period of October 1, 2020 through September 30, 2021 (the "Relief Period"), the Privilege Fee shall be equal to the greater of (a) the Per-Trip Fee payable

during the Relief Period or (b) fifty percent (50%) of the MAPF payable during the Relief Period. During the Relief Period, Company shall pay Per-Trip Fees monthly as provided in this Section 7.01; provided, however, that in September 2021, the Authority shall calculate whether fifty percent (50%) of MAPF will exceed the amount of Per-Trip Fees for such Relief Period and, if such amount is greater than Per-Trip Fees payable during the Relief Period, Company shall pay to the Authority the difference between the Per-Trip Fees paid during the period of October 1, 2020 through August 31, 2021 and fifty percent (50%) of MAPF payable during the Relief Period. The payment for the difference between the Per-Trip Fees paid and 50% of MAPF payable during the Relief Period will be due 15 days from the date of invoice.

9. ARTICLE 7, FEES AND PAYMENTS, Section 7.01, Privilege Fee, Paragraph (A), MAPF, is amended by adding the following paragraph at the end of the current language:

Notwithstanding the foregoing, for the period beginning April 1, 2020 and ending September 30, 2020 (the "Abatement Period"), the MAPF shall be zero dollars (\$0.00) and no MAPF shall be payable. During the Abatement Period, Per-Trip Fees shall continue to be due and payable as provided in this Section 7.01. Commencing October 1, 2021, MAPF shall revert to the amount that would have been due in Fiscal Year 2021, being the greater of (a) eighty five percent (85%) of the Privilege Fee in Fiscal Year 2020 or (b) the MAPF beginning on the Commencement Date of the Agreement.

10. ARTICLE 7, FEES AND PAYMENTS, Section 7.01, Privilege Fee, Paragraph (B), Annual Adjustment, is hereby deleted in its entirety and replaced with the following:

7.01(B). Annual Adjustment

Beginning with the second year of the Agreement, and for each year of the 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. Notwithstanding the above, the MAPF will be also be adjusted in October 2021 to the amount that would have been due in Fiscal Year 2021, being the greater of (a) eighty five percent (85%) of the Privilege Fee in Fiscal Year 2020 or (b) the MAPF beginning on the Commencement Date of the Agreement. Beginning October 2021, and for the remainder of the Term of the Agreement, all Annual Adjustments will occur each October.

11. All previous payments made by Company to the Authority pursuant to this Agreement shall be applied to amounts due currently or credited to future amounts due under this Agreement in the Authority's sole discretion.

12. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

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

**HILLSBOROUGH COUNTY  
AVIATION AUTHORITY**

ATTEST:

BY:

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

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

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

WITNESS:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David Scott Knight, Assistant General Counsel

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

Stamp or Seal of Notary

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

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

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

**WEST COAST TRANSPORTATION, INC.  
D/B/A YELLOW CAB**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Printed Address

\_\_\_\_\_  
City/State/Zip

**WEST COAST TRANSPORTATION, INC. D/B/A YELLOW CAB**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by

\_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

At \_\_\_\_\_, a corporation, on its behalf \_\_\_\_\_  
(Company Name) (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)