

AMENDMENT NO. 3 TO CARGO BUILDING SPACE RENTAL AGREEMENT

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

GROUND SERVICES INTERNATIONAL INCORPORATED, d/b/a DNATA

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Mandi Schuler
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 3 TO CARGO BUILDING SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT to that certain Cargo Building Space Rental Agreement at Tampa International Airport, dated March 7, 2013, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (Authority), and GROUND SERVICES INTERNATIONAL INCORPORATED, d/b/a DNATA, a corporation organized under the laws of the State of Michigan and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as Party or Parties) is entered into this ____ day of _____, 2020 (Amendment No. 3).

WITNESSETH:

WHEREAS, the Authority owns and operates Tampa International Airport located in the County of Hillsborough, State of Florida (Airport); and

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

WHEREAS, the Authority owns an air cargo building to facilitate the transfer of cargo to and from aircraft at the Airport (Cargo Building); and

WHEREAS, Authority has full power and authority to enter into multiple lease agreements for space in the Cargo Building; and

WHEREAS, Company is directly and substantially engaged in the business of air cargo movement, freight forwarding, handling, warehousing, processing, and/or distribution; and

WHEREAS, on March 7, 2013, Authority and Company entered into a Cargo Building Space Rental Agreement for Suite 1300 of the Cargo Building at the Airport (Agreement); and

WHEREAS, on October 1, 2015, the Agreement was amended to extend the term of the Agreement for a period of three years with one additional two-year renewal option, to specify O&M Rent for the extended term, to update certain provisions to conform to Authority's current standard requirements, and to update contact information (Amendment No. 1); and

WHEREAS, on June 15, 2017, the Agreement was amended to recognize Company's fictitious name and update certain administrative and federally mandated provisions (Amendment No. 2); and

WHEREAS, on January 23, 2018, Company and Authority exercised the one, two-year renewal option of the Agreement, thereby extending the final termination date of the Agreement to September 30, 2020; and

WHEREAS, Company desires to extend the term of this Agreement by one (1) year and to amend certain administrative provisions pursuant to this Amendment No. 3.

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 mutually 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. ARTICLE 4, TERM, Section 4.02, Commencement Date, is hereby deleted in its entirety and replaced by the following:

4.02 Commencement Date

The term of this Agreement commences April 1, 2010 and terminates September 30, 2021, unless terminated earlier as provided herein.

3. ARTICLE 4, TERM, Section 4.05, Renewal Option, is hereby deleted in its entirety.
4. ARTICLE 5, PAYMENTS, Section 5.01, Rents, Subsection B, is hereby amended to add the following:

5.01 Rents

6. Effective October 1, 2020 – September 30, 2021:

3,840 square feet at \$1.50 per square foot = \$5,760.00 per year, payable in monthly installments of \$480.00, plus applicable taxes.

Notwithstanding the foregoing, O&M rental rates are subject to periodic adjustment by Authority as deemed necessary by Authority at its sole discretion. The O&M Rent may be adjusted by Authority with sixty (60) days' advance written notice to Company without amendment to this Agreement.

5. ARTICLE 22, NON-DISCRIMINATION, is hereby deleted in its entirety and replaced by the following:

ARTICLE 22
NON-DISCRIMINATION

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

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

22.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:
Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.
- B. Duration:
This provision obligates Company for the period during which the property is owned, used or possessed by the Company and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

22.02 Civil Rights – Title VI Assurances

- A. Compliance with Non-Discrimination Requirements:

During the performance of this Agreement, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:
 - 1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - 2. Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color,

March 3, 2020

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 but not limited to those listed at Section 22.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
6. Incorporation of Provisions: Company will include the provisions of paragraphs one through five of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as

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

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:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation

Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
9. The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of 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. 1681 et seq).

The Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

This provision obligates the Company for the period during which the property is owned, used or possessed by the Company and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

6. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 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.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Gary W. Harrod in the capacity of Chairman, and by 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

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

GROUND SERVICES INTERNATIONAL
INCORPORATED D/B/A DNATA

Signed in the presence of:

[Handwritten Signature]

Witness Signature

DK Bannister

Print Name

[Handwritten Signature]

Witness Signature

Shaun M Carson

Print Name

By: [Handwritten Signature]

Title: CEO

J. David Barker

Print Name

12124 High Tech Ave., Ste. 200, Orlando, FL 32817

Print Address

GROUND SERVICES INTERNATIONAL INCORPORATED

D/B/A DNATA

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledge before me this 7th day of April, 2020,
by J David Barker in the capacity of CEO
(Individual's Name) (Individual's Title)
at Ground Services Intl a Corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. He is personally known to me and has produced
(He is/She is) (Personally known to me / not personally known to me)

the following document of identification _____

(Stamp or seal of Notary)

[Handwritten Signature]

Signature of Notary

Shaun M Carson

Type or Print Name of Notary



Date of Commission Expiration (if not on stamp or seal)