

INTERLOCAL AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

CITY OF TAMPA

FOR

AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) SERVICES

Term Date: July 6, 2021 through July 5, 2026

Board Date: June 3, 2021

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) SERVICES INTERLOCAL AGREEMENT

This Interlocal Agreement for Aircraft Rescue and Fire Fighting (ARFF) Services (Agreement) is made and entered into this ___ day of _____ 2021 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (City), (collectively hereinafter referred to as the Parties).

WITNESSETH:

WHEREAS, on January 7, 2021, the Authority issued a Termination Letter to the City providing a 180 day written notification of the Authority's intent to terminate the existing Fire Rescue Services at Tampa International Airport Agreement, as amended on June 25, 1998, with the intent to negotiate and enter into a new agreement with the City.

NOW, THEREFORE, in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

DEFINITIONS; EXHIBITS

2.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Agreement Documents:** The following documents are a part of this Agreement and are hereby incorporated by reference: the terms and conditions as contained in this Agreement including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the City.
- C. **Aircraft Rescue and Fire Fighting (ARFF):** Aircraft rescue and firefighting services is a special category of firefighting that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft typically involved in an airport ground emergency.

- D. **Aircraft Rescue Fire Fighting Facility (ARFF Facility):** The ARFF Facility consists of buildings to house the crew of firefighters and specialized equipment for rapid response to any aircraft involved emergency at the Airport.
- E. **Aircraft Rescue Fire Fighting Vehicle (ARFF Vehicle):** Specialized vehicles designed to support ARFF services by providing fire suppression and hazard control apparatuses which may include water, foam, or chemicals for rapid incident response.
- F. **Airline:** An organization providing a regular public service of air transportation on one or more routes.
- G. **Airport:** Tampa International Airport.
- H. **Airport Fire Department:** Aircraft rescue and firefighting services provided by the City of Tampa for the protection of the lives and property of any person or persons, firm or corporation using the Airport.
- I. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- J. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- K. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- L. **City of Tampa (City):** A municipal corporation organized and existing under the laws of the State of Florida.
- M. **Code of Federal Regulations (CFR):** The codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- N. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- O. **Hillsborough County Aviation Authority (Authority):** A public body corporate and independent special district existing under the laws of the State of Florida pursuant to Chapter 2012-234, Laws of Florida, as amended (referred to as the Hillsborough County Aviation Authority Enabling Act).
- P. **National Fire Protection Agency (NFPA):** A global, nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. NFPA's codes and standards are designed to establish standard

requirements for building, processing, design, service, installations and preventive maintenance, including but not limited to, operational procedures for both airport and structural fire departments charged with providing and maintaining ARFF services at airports, ARFF Vehicle specifications, preventive maintenance, and fire-fighting equipment inspection and management.

- Q. **Occupational Safety and Health Administration (OSHA):** A federal organization (part of the Department of Labor) that ensures safe and healthy working conditions for Americans by enforcing standards and providing workplace safety training.
- R. **On-Site:** Taking place on the Airport premises or at the ARFF Facility.
- S. **Personnel:** Individuals who are directly employed or contracted by City to perform the Services at the Airport.
- T. **Services:** The services as detailed in Exhibit A, Scope of Work.
- U. **Tampa Fire Rescue (TFR):** Agency that provides fire protection and emergency medical services within the City of Tampa.
- V. **Tenants:** Shall mean Airline personnel, hotel personnel, fixed base operators, all concessionaires, and all other third-parties performing functions at the Airport.
- W. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to City without formal amendment to this Agreement.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Advisory Circular AC No.: 150/5200-12C
- C. Exhibit C, Scrutinized Company Certification
- D. Exhibit D, Authority Policy P412, Travel, Business Development and Working Meals Expenses

ARTICLE 3

SCOPE OF WORK

- 3.01 City and Authority agree to provide the Services as set forth in Exhibit A, Scope of Work.
- 3.02 Contacts
- A. Authority's Contact Person
Authority's Director of Operations or designee will be responsible for notifying City regarding required Services and will be City's primary contact for all Services under this Agreement.
- B. City's Contact Person
City's Fire Rescue Chief or designee will be responsible for notifying Authority regarding required Services and will be the Authority's primary contact for Services under this Agreement.

ARTICLE 4

TERM

- 4.01 Effective Date
This Agreement will become effective upon execution by City and approval and execution by Authority. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.
- 4.02 Term
The Term of this Agreement commences on July 6, 2021 and will continue through July 5, 2026 unless terminated earlier as provided herein.
- 4.03 Renewal Option
This Agreement may be renewed at the same terms and conditions hereunder for three (3), five (5) year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to City by CEO. If all such renewals are exercised, this Agreement will have a final termination date of July 5, 2041.
- 4.04 Early Termination
Either Party may terminate this Agreement, without cause, by giving 180 days written notice to the other Party. However, City may not cancel this Agreement, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to City during the Term of this Agreement.

ARTICLE 5

FEES AND PAYMENTS

5.01 Payment

Authority will pay City actual costs as outlined in Exhibit A. Throughout each fiscal year the billing and reimbursement shall be as follows: City's actual costs will be invoiced to Authority on a monthly basis, such invoice being for the previous month, and Authority shall remit payment for each invoice within twenty (20) days of receipt thereof.

5.02 Invoices

Any invoices required by this Agreement will be created and submitted by City to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

5.03 Payment Method

City will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. City may change its selected electronic payment method during the Term of this Agreement in coordination with Accounts Payable.

5.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Agreement for the convenience of Authority, Authority will compensate City as listed below; however, in no event shall City be entitled to any damages or remedies for wrongful termination.

A. All work performed prior to the effective date of termination; and

B. Expenses incurred by City in effecting the termination of this Agreement as approved in advance by Authority.

5.05 Prompt Payment

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

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, Authority IT equipment/hardware or other material, regardless of the physical form or characteristics made by City or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

City will be solely responsible for the quality of all Services furnished by City, its employees and/or its subcontractors under this Agreement. All Services furnished by City, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. City's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

ARTICLE 8

DEFAULT AND TERMINATION

8.01 Events of Default

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

- A. The failure or omission by City to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. 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 City, and City's failure to discontinue that business or those acts within ten (10) days of receipt by City of Authority written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of City's assets; or the insolvency of City; or if City 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 City of a voluntary petition of bankruptcy or the institution of proceedings against City for the adjudication of City as bankrupt pursuant thereto.

- D. City's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

8.02 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 City's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any 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 City's rights under this Agreement and, in accordance with law, City will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of City's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing City's default by performing or paying the obligation which City has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing City's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void.

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 City. 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.

8.03 Continuing Responsibilities of City

Notwithstanding the occurrence of any event of default, City will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, City will

remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

8.04 City's Remedies

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 9

INDEMNIFICATION

A. To the maximum extent permitted by Florida law, and subject to protections set forth in Section 768.28 Florida Statutes limiting City liability, in addition to City's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, City 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, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), 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 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 the City or City's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the City. Nothing herein shall subject the City to liability for acts beyond its own negligence.

B. In addition to the duty to indemnify and hold harmless, City will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), 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 or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

By the City or City's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by City. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to City by a party entitled to a defense hereunder subject to protections set forth in Section 768.28 Florida Statutes limiting City liability. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused solely by the negligence, acts or omissions of the Owner, its 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 Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, City agrees to the following: To the maximum extent permitted by Florida law, City will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of City and persons employed or utilized by City in the performance of this Agreement.
- D. 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.
- E. City'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. 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 City 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 City and persons employed or utilized by the City 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.
- G. 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.
- H. Nothing in this Article shall constitute a waiver by the City of its sovereign immunity or the limitations set forth in Florida Statute § 768.28 or be interpreted to exceed the limits provided for therein pursuant to any terms provided for in this Agreement. Nothing herein will subject the City to liability, costs, fees or insurance requirements which exceed limitations, prohibitions or municipal rights inherent in the City as a municipal corporation of the State of Florida. The Parties will be responsible for their own costs of enforcing any of provision provided for in this Agreement.
- I. 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 City of any of its obligations under this Article.
- J. If the above Articles A - I or any part of Articles A – I are 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 10

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

10.01 Books and Records

In connection with payments to City under this Agreement, it is agreed City will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). City will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, and

records of City directly pertinent to this Agreement. City will not destroy any records related to this Agreement without the express written permission of Authority.

10.02 Financial Reports

City will within thirty (30) days of Authority request submit all financial reports required by Authority, in the form and within the time period required by Authority.

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

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, Authority, or its duly authorized representative, will provide notice to the City of the Authority's intent to perform an audit, inspection or attestation engagement over City's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by City under this Agreement for the purpose of determining compliance with this Agreement. Within 30 days of such notice, the Parties will coordinate a mutually convenient time to perform such audit, inspection or attestation engagement.

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

City agrees to deliver or provide access to all records requested by Authority auditors within twenty (20) calendar days of the request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received, up to a maximum of five thousand dollars (\$5,000.00) Such damages may be assessed beginning on the twenty first (21st) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent

reasonable estimates of fair compensation for the losses that reasonably may be anticipated from City’s failure to comply.

If as a result of any engagement, it is determined that City has overcharged Authority, City will re-pay Authority for such overcharge. If it is determined that City has overcharged Authority by more than three percent for the period under consideration, City will also pay for the entire cost of the engagement.

City will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

City agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 11

INSURANCE

11.01 Insurance

City must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the City becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers’ Compensation/Employer’s Liability will provide that the Authority, members of the Authority’s governing body, and the Authority’s officers, volunteers, agents, and employees are included as additional insureds.

The insurance requirements specified may be satisfied by evidence of General Liability Insurance and Auto Liability Insurance with coverage limits in accordance with or by providing certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes.

11.02 Required Coverage – Minimum Limits

A. Workers’ Compensation/Employer’s Liability Insurance

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

B. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed 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, the City under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the City 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.

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury Each Occurrence	\$5,000,000

C. Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$5,000,000
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D. Waiver of Subrogation

The City and the Authority, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waive all rights against each other, against members of the City's and Authority's governing boards, and against the City and Authority's respective officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Authority or the City, or any damages or loss to the extent they would have been covered and paid for by insurance required of the City, but for which the City shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, to waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees, for damages or loss to the extent covered and paid for by any insurance maintained the City's contractors, subcontractors, suppliers, consultants and subconsultants at each tier.

11.03 Conditions of Acceptance

The insurance maintained by City must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources. In the event of a conflict between the Agreement and SP250.06, the Agreement will prevail.

ARTICLE 12

NON-DISCRIMINATION

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

12.01 City 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.

12.02 Civil Rights. City, 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. City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, City, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, City must take reasonable steps to ensure that LEP persons have meaningful access to City’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits City from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

12.03 In all solicitations either by competitive bidding or negotiation made by the City 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 City of City’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- 12.04 City 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 City is in the exclusive possession of another who fails or refuses to furnish this information, City will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 12.05 In the event of City'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 City under this Agreement until City complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 12.06 City will include the provisions of Paragraphs 12.01 through 12.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. City 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 City becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, City may request Authority to enter into such litigation to protect the interests of Authority and, in addition, City may request the United States to enter into such litigation to protect the interests of the United States.
- 12.07 City 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 City, 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. City, if required by such requirements, will provide assurances to Authority that City will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 13

DISPUTE RESOLUTION

13.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and City arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the party making the claim.

- B. If for any reason City deems that additional cost or Agreement time is due to City for work not clearly provided for in this Agreement, or previously authorized changes in the work, City will notify Authority in writing of its intention to claim such additional cost or Agreement time. City will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after City first recognizes the condition giving rise to the claim or before the work begins on which City bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Agreement time is based has been completed, City will, within ten (10) days, submit City's written claim to Authority. Such claim by City, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, City will proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Agreement and unsettled;
 - 2. Failure of the work to comply with the requirements of this Agreement;
 - 3. Terms of special warranties required by this Agreement;
 - 4. Latent defects.

13.02 Resolution of Claims and Disputes

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

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

clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

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

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

ARTICLE 14

WAIVER OF CLAIMS

City hereby waives any claim against Hillsborough County, State of Florida, and Authority and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this 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. However, nothing herein shall serve as waiver of the City's rights in the event of a breach of any terms of this Agreement by Hillsborough County, State of Florida, or the Authority.

ARTICLE 15

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

City, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. City, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of City or Authority by the Federal government including but not limited to FAA or TSA. If City, 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, City 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 City within 15 days from the date of written notice.

ARTICLE 16

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

City 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 by 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. City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 17

HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

- A. No goods, merchandise or material will be kept or stored by City at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Agreement which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. City assures that all materials, equipment, and all other items used in performance of this Agreement are in compliance with OSHA.

ARTICLE 18

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to City 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 CITY:
 (MAIL DELIVERY)
 CITY OF TAMPA
 TAMPA FIRE RESCUE HEADQUARTERS
 808 E. ZACK STREET
 TAMPA, FLORIDA 33602
 ATTN: CHIEF BARBARA TRIPP

OR

(HAND DELIVERY)

(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

CITY OF TAMPA
TAMPA FIRE RESCUE HEADQUARTERS
808 E. ZACK STREET
TAMPA, FLORIDA 33602
ATTN: CHIEF BARBARA TRIPP

COPY TO:

(MAIL DELIVERY)
CITY OF TAMPA CITY ATTORNEY
315 E. KENNEDY BOULEVARD, 5TH FLOOR
TAMPA, FLORIDA 33602

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

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

ARTICLE 19

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 20

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of City 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 City 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 21

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

City will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, City 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, City will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 22

SECURITY BADGING

Any City employee, or any employee of its contractors or agents, that require unescorted access to the SIDA must be badged with an ID Media provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed ID Media will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. All badged employees of the City and its contractors or agents will comply with Authority regulations regarding the use and display of ID Media.

In order to be permitted to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

If any City employee is terminated or leaves the City's employment, the City must notify the Authority immediately, and the ID Media must be returned to Authority promptly.

ARTICLE 23

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 24

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

City is required to complete Exhibit C, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit C for each renewal option period.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that City submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 25

RELATIONSHIP OF THE PARTIES

City 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 26

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, City 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 City be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 27

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 28

FAA APPROVAL

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

ARTICLE 29

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, 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 30

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 31

COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, 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.

ARTICLE 32

MISCELLANEOUS

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

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO 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 by means of physical presence or online authorization, this ____ day of _____, 2021, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

CITY OF TAMPA

Signed in the Presence of:

BY:

Jane Castor

Witness

Mayor

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

Approved as to form for legal sufficiency:

Natalia Silver
Senior Assistant City Attorney

CITY OF TAMPA

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ as

(Name of person)

_____, for _____
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

EXHIBIT A
Scope of Work

This Scope of Work details the rights and responsibilities of Authority and City under this Agreement and it may be modified in writing from time to time by Authority and City without formal amendment to this Agreement.

A. Mutual Responsibilities

1. The Authority and City shall furnish complete ARFF protection to the Airport users so as to protect the lives and property of any person or persons, firm or corporation, using the Airport.
2. In the event of the termination of this Agreement, all vehicles, buildings, equipment, supplies, and furnishings provided by Authority shall be returned to Authority.

B. Authority Responsibilities

Authority will:

1. Maintain ARFF Facility located onsite at the Airport.
2. Provide the ARFF Facility and equipment inside ARFF Facility to the City without any cost or expense to the City. There shall be no charge to the City for the use of the ARFF Facility and improvements connected therewith.
3. Provide all ARFF Facility building maintenance at no cost to the City.
4. Provide all vehicle maintenance for Authority vehicles assigned to ARFF at no cost to the City.
5. Provide all electric and water for the ARFF Facility at no cost to City.
6. Pay all costs associated with the telephone communications emergency net line utilized at the ARFF Facility.
7. Furnish the appropriate ARFF equipment to meet the requirements for equipment as set forth by the FAA Part 139 Certification of Airports and Exhibit C, Advisory Circular AC No.: 150/5200-12C, which is subject to change periodically by the FAA.
8. Furnish to the City, to be used in connection with the ARFF Facility, the requisite number of complete suits of modern proximity firefighting clothing or structural firefighting clothing.

9. Furnish and install, at its cost, in ARFF Vehicles, two-way radio transceivers in order to place the ARFF units in direct contact with the FAA Air Traffic Control Tower at the Airport.
10. Provide the appropriate supplies and non-ARFF related Part 139 training, as mutually agreed upon, necessary to provide ARFF protection to Airport users and in support of City personnel stationed at the ARFF Facility, at no cost to the City. Any travel costs will be paid in accordance with Exhibit D, Authority Policy P412, Travel, Business Development and Working Meals Expenses.
11. Reimburse the City for cost and supplies as follows:

Staffing Costs

Salaries	Rates as established by the IAFF CBA and by the respective Pay Grade at one step below the maximum step
Service Awards (Longevity Bonus)	Rates established by IAFF CBA
Life & Accident Insurance	Percent of Salary
Health Insurance	Rates established by IAFF CBA
Pension Contribution	Percent of Salary
Long Term Disability	Percent of Salary
SAS Pay	Rates established by IAFF CBA
Paramedic of Record	Rates established by IAFF CBA
Holidays	Actual based on holiday hours established by IAFF CBA (salary divided by contractual hours multiplied by holiday hours)
Incentive	Rates established by IAFF CBA
Medical	Actual rate as established in IAFF CBA
Medicare	Percent of Salary in accordance with Federal rate
Social Security	Percent of Salary (TFR civilian only)
Workmen's Compensation	Premium Equivalent (based on City average from previous three years)
Unemployment Compensation	Premium Equivalent (based on City average from previous three years)
Property Damage & Public Liability	Premium Equivalent (based on City average from previous three years)

Supplies

Linen & Uniforms	\$600.00 Per Person/Per Year
ARFF/Medical Supplies	Actual as approved by Authority
Operating Expenses/Materials	Actual as approved by Authority

Overhead costs as agreed upon by the City and the Authority for both City overhead and TFR overhead.

12. Provide and maintain service on all current and future ARFF Vehicles utilized by Authority. Service to ARFF Vehicles will include monthly, quarterly, semi-annual, annual and bi-yearly Preventive Maintenance (“PM”), Preventive Maintenance Inspections (“PMI”), and Diagnostics, in accordance with the Manufacturer’s Preventive Maintenance and Completion Time Schedule, (CFR) Part 139, and NFPA regulations pertaining to ARFF Vehicles.
13. Reserve the right to privatize all or part of the Airport Fire Department with 12 months written notice.

C. City Responsibilities

City will:

1. Provide City Fire Rescue paramedics to be stationed at the ARFF Facility to handle any medical emergencies at the Airport.
2. Pay all costs of telephone communications at the ARFF Facility as ordered and installed by City.
3. Furnish City Fire Department frequency radios.
4. Continuously operate the ARFF Facility according to accepted OSHA and NFPA ARFF practices and procedures as updated from time to time.
5. Through its Fire Department, occupy and use the ARFF Facility and provide the requisite number of Airport qualified ARFF personnel as required by FAA regulations twenty-four hours per day, seven days per week, for the purposes of carrying out the intent of this Agreement and to provide adequate and sufficient ARFF Services to the Airport, to include an ample number of alternate, qualified TFR personnel who can be assigned to the Airport to ensure regulatory compliance. City is responsible for identifying and assigning the most qualified and high performing TFR personnel to the Airport Division, irrespective of their seniority at TFR. City is responsible for conducting all required Part-139 related ARFF training of TFR personnel assigned to the Airport.
6. Ensure all TFR staff assigned to the Airport holding the rank of Captain and above will complete leadership training, as requested by the Authority Executive Vice President of Operations and Customer Service or designee. Such training shall be provided at no cost to the City or TFR staff.

7. Ensure all pay raises for TFR staff assigned to the Airport are in accordance with the Collective Bargaining Agreements and/or other governing documents that dictate pay raises for the TFR staff assigned to the Airport.

D. Budgeting

Budget for staffing, maintenance and supplies for the Airport Fire Department is to be established and approved annually by both parties as follows:

Each fiscal year (a fiscal year commences on October 1 and ends September 30), City will furnish to Authority a proposed budget for costs on or before May 15th. Authority shall have sixty (60) days to review such budget, during which period City shall immediately furnish any additional information or clarification as requested by Authority.

City shall also include with the proposed budget each fiscal year all documentation showing how City's portion of benefits is calculated for all staff assigned to the Airport. City will be furnished a copy of the Airport Fire Department budget as approved by the Authority. In accordance with Authority Policy, the final Authority budget is approved by Authority's Board during the September Board meeting each year.

All future annual budgets under this Agreement shall be developed in accordance with the same methodology used that commences in July 2021, effective with this Agreement. This includes but is not limited to:

- The Authority will not be billed for overtime resulting in the City meeting and maintaining minimum staffing requirements as noted above for each shift.
- The Authority will be responsible for paying any overtime associated with staffing requested by the Authority that exceeds minimum staffing as established above.
- The Authority shall be responsible for all non-personnel related operating expenses for items such as office supplies, equipment, and other non-personnel expenses directly associated with running the Airport Fire Department.

E. Reimbursement Conditions and Exclusions

1. Should the certificated scheduled Airlines which operate at the Authority refuse to reimburse Authority for all or any part of the ARFF costs at the Airport, Authority's obligation to reimburse City herein shall likewise be discontinued or reduced with 180 days' notice. Nothing herein shall alleviate the Authority's obligation to make the City financially whole under these circumstances.
2. Should there be a dramatic, unforeseen reduction in Airport activity (defined as a 20% or more reduction in commercial airline activity or commercial airline enplanements lasting longer than 60 days), the Authority reserves the right to reassess staffing needs

within the Airport Fire Department and reduce ARFF staffing as needed. Notice of such reduction shall be provided to the City in writing, with 180 days' notice.

F. Staffing

1. Dedicated TFR Staffing Personnel at ARFF Facility, including assigned daily staff, Airport Fire Chief, Executive Assistant and Airport Training Specialist – 39
2. Minimum Daily staffing Per Shift – 10
 - a. 1 District Chief or 1 Captain
 - b. 1 Captain
 - c. 1 Lieutenant
 - d. 1 Paramedic (one unit)
 - e. 4 Driver Engineers
 - f. 2 Firefighter

Note: The total TFR staff assigned to each shift at the Airport totals 12. The additional two team members per shift help account for annual leave, sick leave, etc.

Authority reserves the right to reclassify the role(s) of Captain and District Chief (example: downgrade the District Chief position to Captain or upgrade a Captain position to District Chief) based on the leadership needs as determined by the Authority. City shall be responsible to affect such a change within 180 days.

3. With the exception of documented performance issues for TFR staff assigned to the ARFF Facility leading to reassignment, or for promotion opportunities, all newly assigned ARFF staff must complete a minimum of 5 years' service within the Airport Fire Department to garner the proper experience and to maximize the training afforded to and required of ARFF personnel.

Authority reserves the right to participate in the selection process for the ARFF Chief assigned to the Airport.

4. Authority reserves the right to assess staffing levels and request adjustments to the number of personnel assigned to ARFF on a yearly basis. The Authority shall provide TFR 30 days' notice of any changes to staffing levels and adjustments to the number of personnel assigned to ARFF. TFR will be responsible for adjusting staffing based on the needs of the Authority.

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U.S. Department
of Transportation

Federal Aviation
Administration

Advisory Circular

Subject: FIRST RESPONDERS'
RESPONSIBILITY FOR PROTECTING
EVIDENCE AT THE SCENE OF AN
AIRCRAFT ACCIDENT/INCIDENT

Date: 9/28/2009
Initiated by: AAS-300

AC No.: 150/5200-12C
Change:

1. **PURPOSE.** This advisory circular (AC) furnishes general guidance for airport employees, airport management, and other personnel responsible for aircraft rescue and firefighting (ARFF) operations at the scene of an aircraft accident on the proper preservation of evidence. It explains the need for preservation of evidence and details operational actions which may be permitted if performed in the interest of preserving life.
2. **CANCELLATION.** AC 150/5200-12B, *Fire Department Responsibility in Protecting Evidence at the Scene of an Aircraft Accident*, dated September 3, 1999, is cancelled.
3. **APPLICATION.** The material contained in this AC is applicable for use on all civil airports. The Federal Aviation Administration (FAA) recommends the guidance and specifications in this Advisory Circular be used by First Responders responsible for protecting evidence at the scene of an aircraft accident/incident. In general, use of this AC is not mandatory. However, use of this AC is mandatory for all projects funded with federal grant monies through the Airport Improvement Program (AIP) and with revenue from the Passenger Facility Charges (PFC) Program. See Grant Assistance No. 34, *Policies, Standards, and Specifications*, and PFC Assurances No.9, *Standards and Specifications*.
4. **PRINCIPLE CHANGES.**
 - a. Title change: replaced *Fire Department* with *First Responders*.
 - b. Section 4: added new Related Reading Material.
 - c. Section 6: added figures showing representative Flight Data Recorders and Cockpit Voice Recorders.
5. **RELATED READING MATERIAL.**
 - a. **International Civil Aviation Organization (ICAO)**, Annex 13.
 - b. **International Fire Service Training Association (IFSTA)**, *Aircraft Rescue and Fire Fighting*, Fifth Edition CHAPTER 10.
 - c. **National Fire Equipment System (NFES) 2659**, *Interagency Aviation Mishap Response Guide and Checklist*.

- d. **International Fire Service Training Association** ARFF Fifth Edition, Chapter 4, Personnel Decontamination.
- e. **International Fire Service Training Association** ARFF Chapter 11, Str Tac Operations.
- f. **National Fire Protection Association (NFPA) 424**, *Guide for Airport/Community Emergency Planning*.
- g. **National Fire Protection Association 472**, *Standard for Competencies of Responders to Hazardous Material and WMD Incidents*.
- h. **National Fire Protection Association 473**, *Standards for Competencies for EMS Personnel Responding to Hazardous Materials Incidents and WMD Incidents*.
- i. **National Fire Protection Association 1003**, *Standard for Airport Firefighter Professional Qualifications 2005*, Chapter 6, *Airport Firefighter*.
- j. **National Transportation Safety Board Regulation**, Title 49 CFR, Part 830, Paragraph 830.10(b).
- k. **National Transportation Safety Board (NTSB)** brochure, *Responding to an Aircraft Accident, How to Support the NTSB, A Guide for Police and Public Safety Personnel*.
- l. **U.S. Air Force Fire Emergency Service Technical Order 00-105E-9**, *Aerospace Emergency Rescue and Mishap Response Information*.

6. GENERAL.

Today, investigators are increasingly suspicious of acts of sabotage, willful or egregious reckless conduct, intentional and specific acts of terrorism.

The cause of an aircraft accident has often been determined from a detailed analysis of the wreckage including the actual location of the wreckage and where the remains from the wreckage fell. Therefore, it is essential that wreckage be protected during rescue operations. This is not to imply that during fire fighter operations wreckage may not be disturbed; it should be kept to a minimum.

NTSB Regulation, Title 49 CFR, Part 830, §830.10(b) pertaining to the preservation of aircraft wreckage allows for the removal of aircraft components to the extent necessary to:

- Remove persons injured or trapped;
- Protect the aircraft from further damage; or
- Protect the public from injury.

It further states that, at §830.10(c):

“Where it is necessary to disturb or move aircraft wreckage, mail or cargo, sketches, descriptive notes, and photographs shall be made, if possible, of the original position and condition of the wreckage and any significant impact marks.”

Fire fighting operations should not be delayed in order to prepare such sketches or photographs. Firefighters or rescue personnel should attempt to remember the original location of anything that was moved during fire fighting and rescue operations.

As soon as practical, all personnel should document in writing all of their actions and activities during their involvement in the accident/incident. All documentation should be made available to appropriate investigative agencies.

Typical activities of first responders and authorities at an accident scene include the following:

- a. Setting up security to limit access to the wreckage area other than first responders and law enforcement authorities.
- b. After the fire(s) has been extinguished all personnel inside the secured area should be cautioned to keep their activities around the wreckage to a minimum to prevent unnecessary disturbance and eradication of valuable evidence, such as ground scars.
- c. During operations at an accident/incident potentially caused by an intentional act, limiting the activities will also reduce the risk of disturbing any unexploded or secondary devices.

7. OPERATIONS.

- a. Saving of aircraft occupants' lives is the primary objective. All other considerations, such as preservation of wreckage, must be secondary to rescue operations. Therefore, fire fighters in the performance of their primary mission of rescue through fire control or extinguishment should not be hampered or restrained by restrictions governing the preservation of evidence. However, during the final stages of salvage and overhaul, care should be taken to avoid unduly disturbing any evidence that may aid in determining the cause of the aircraft accident. Careful preservation of cockpit instruments, controls, areas of primary structural failure or damage, etc., in their original position is important. Any changes made in after-action documentation should be noted.
- b. To assure complete fire extinguishment and accountability of all persons, firefighters make a thorough examination of the aircraft cabin and storage compartments. During salvage and overhaul operations documentation of any items is essential for preservation of evidence for follow-on investigations.
- c. Airport fire and security departments should establish procedures whereby:
 - (1) Photographic coverage of the accident scene must be accomplished. This may require a camera be made available by the airport operator.
 - (2) Security of the accident scene is the responsibility of the airport operator until it is released to appropriate agency custody.
 - (3) When Cockpit Voice Recorders (CVRs) and Flight Data Recorders (FDRs) are located, they need to be protected. They are of vital importance to accident/incident investigations. If attached to the aircraft, their location should be carefully noted but not disturbed. If attached to the aircraft, they

should not be removed except to preserve them from any further damage. As a general rule, the voice and flight data recorders are located in the rear of the fuselage. Once located and secured, the recorders must not be tampered with or opened.

- (a) Firefighters should be trained in the identification of FDRs and CVRs. FDRs and CVRs need to be located and protected.
- (b) There are several types of FDRs. They are International Orange in color and measure approximately 5 x 8 x 21 inches. They have a “pinger” to facilitate under water location. See Figure 1.




Figure 1. Representative Flight Data Recorders

- (c) There are several types of CVRs. They are International Orange in color and measure approximately 5 x 8 x 13 inches. See Figure 2.



Figure 2. Representative Cockpit Voice Recorder

- d.** Airport management should ensure that all first responders are thoroughly familiar with the relevant reference material, such as the Airport Certification manual and 14 CFR, Part 139. In addition, the principles in this AC should be reflected in departmental operating instructions and included in fire fighters personnel training programs, and the Emergency Plan elements of the Airport Certification Manual.

A handwritten signature in black ink, appearing to read "Michael J. O'Donnell". The signature is fluid and cursive, with the first name "Michael" and last name "O'Donnell" clearly distinguishable.

Michael J. O'Donnell
Director of Airport Safety and Standards

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EXHIBIT C
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 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 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
Address: _____ No.: _____
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 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 D
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

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- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

- A. Travel Authorization and Approval:
 - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
 - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
 - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

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1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient

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as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

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Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

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Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.