



HILLSBOROUGH COUNTY AVIATION AUTHORITY

GREASE DRAINAGE SYSTEM PREVENTATIVE MAINTENANCE CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
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COMPANY: Cloud 9 Services Group, LLC

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
GREASE DRAINAGE SYSTEM PREVENTATIVE MAINTENANCE CONTRACT

I.	Introduction
II.	Definitions
III.	Scope of Work
IV.	Term
V.	Fees and Payments
VI.	Taxes.....
VII.	Ownership of Documents
VIII.	Quality Assurance.....
IX.	Non-Exclusive
X.	Default, Remedies, and Termination Rights
XI.	Accounting Records/Audit Requirements.....
XII.	Indemnification
XIII.	Insurance.....
XIV.	Non-Discrimination
XV.	Woman and Minority-Owned Business Enterprises
XVI.	Authority Approvals
XVII.	Dispute Resolution
XVIII.	Non-Exclusive Rights
XIX.	Waiver of Claims
XX.	Laws, Regulations, Ordinances, and Rules
XXI.	Chapter 119, Florida Statutes Public Records Law
XXII.	Contract Made in Florida
XXIII.	Notices and Communications
XXIV.	Subordination of Agreement
XXV.	Subordination to Trust Agreement
XXVI.	Assignment and Subcontracting

XXVII. Badging and Security Requirements

XXVIII. Employee Parking.....

XXIX. Applicable Law and Venue

XXX. Scrutinized Companies.....

XXXI. Relationship of the Parties

XXXII. Time is of the Essence

XXXIII. Americans with Disabilities Act

XXXIV. FAA Approval.....

XXXV. Agent for Service of Process

XXXVI. Invalidity of Clauses.....

XXXVII. Headings.....

XXXVIII. Public Entity Crime

XXXIX. Complete Contract

XL. Miscellaneous.....

XLI. Organization and Authority to Enter into Contract

XLII. Order of Precedence

XLIII. Contract Changes

Attachments:

- A - Exhibit A - Scope of Work
- B - Exhibit B - Pricing Schedule Final
- C - Exhibit C - Grease Trap and Interceptor Locations Final
- D - Exhibit D - City of Tampa Grease Ordinance Number 2006-288
- E - Exhibit E - Scrutinized Company Certification
- F - Exhibit F - Sample Work Order

I. INTRODUCTION

This Contract for Grease Drainage System Preventative Maintenance (Contract) is made and entered into this 1st day of December 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Cloud 9 Services Group, LLC, a Florida corporation, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

II. DEFINITIONS

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

II.A Aircraft Rescue & Firefighting Facility (ARFF)

Aircraft rescue and firefighting services is a special category of firefighting that involves the response, hard mitigation, evacuation and possible rescue of passengers and crew of an aircraft typically involved in an airport ground emergency.

II.B Airport

Tampa International Airport.

II.C Airside Terminals

The four buildings designated as A, C, E and F supporting passenger airline operations and connected to the Main Terminal through which passenger aircraft are loaded or unloaded.

II.D Airport Terminals

The passenger transportation facilities at the Airport, existing or under construction as of the Effective Date of this Contract, or to be constructed during the Term of this Contract, known individually, as of the Effective Date, as the Main Terminal, Airside Terminal A, Airside Terminal C, Airside Terminal E, and Airside Terminal F, including all user movement areas, areas leased exclusively or preferentially to any third party or parties, common areas and baggage claim areas

therein, and interconnecting hallways, concourses, and bridges.

II.E Board

The Hillsborough County Aviation Authority Board of Directors.

II.F CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

II.G Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Bid (ITB) for Grease Drainage System Preventative Maintenance, dated August 16, 2022, and all its addenda; and Company's response to ITB for Grease Drainage System Preventative Maintenance, and any subsequent information submitted by Company during the evaluation process.

II.H Contract Year

(a) With respect to the first year of this Contract, the period commencing on February 1, 2023 and continuing through January 31, 2024. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

II.I FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

II.J Food Service Facility

Any business or facility which prepares and/or packages food or beverages for sale or consumption which may include, but is not limited to, food courts, food manufacturers, food packagers, restaurants, bakeries, cafeterias, delicatessens, coffee shops, concession stands, and all other food service facilities not specifically listed herein.

II.K Grease

A material, either liquid or solid, composed primarily of fats, oils or grease from animal or vegetable sources.

II.L Grease Drainage System

A drainage system, which all Food Service Facilities are required to have, consisting of Grease Traps, drainage lines and Grease Interceptors to capture and prevent the discharge of Grease, floating materials, gray water, bottom sludge, and solids from discharging into the sanitary

sewer.

II.M Grease Drainage System Preventative Maintenance Services (Services)

The Services to be performed by Company as further described in Exhibit A, Scope of Work and Exhibit C, City of Tampa Grease Ordinance Number 2006-288.

II.N Grease Hauler

A person registered with the City of Tampa to collect the contents of a Grease Interceptor or Grease Trap and transport such contents to an approved recycling or disposal facility.

II.O Grease Interceptor

A Grease receptacle whose rated flow exceeds 50 gallons per minute (gpm) or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a building. It is designed to collect, contain or remove food wastes or Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

II.P Grease Trap

A Grease receptacle whose rated flow is 50 gpm or less, is located inside a facility or outside a building, above or below the ground, and is designed to collect, contain, or remove food wastes and Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

II.Q Main Terminal

The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.

II.R Personnel

Individuals who are directly employed or contracted by Company to perform the Services at the Airport.

II.S Project Manager

Company's representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with

performance levels.

II.T Work Order

The order form used by Authority and Company in accordance with the Scope of Services.

II.U Security Identification Display Area (SIDA)

Secure identification display areas that require an Authority identification badge issued by the Authority following an FBI fingerprint-based criminal history records check and an annual Security Threat Assessment (STA).

II.V Subcontractor

Any person, firm or corporation other than employees of the Company who contract with the Company to furnish labor, materials, and/or equipment for the Services in this Contract.

II.W Term

February 1, 2023 through January 31, 2028, including renewal periods.

II.X TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

II.Y Vice President of Maintenance

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

II.Z Working Hours

Grease Drainage System Preventative Maintenance Services shall be performed Monday through Friday between 11:00 p.m. and 5:00 a.m.

III. SCOPE OF WORK

III.A Scope

Company agrees to provide the Services as set forth in Exhibit A, Scope of Services.

III.B Work Order

Prior to the onset of any Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task and detail the associated costs in a Work Order as shown in Exhibit F, Sample Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will only begin work upon execution of the Work Order by Company and Authority. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.

If Authority and Company cannot agree on the details of the Work Order, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Work Order within the agreed upon schedule and/or costs, Authority will terminate the Work Order and Authority will be entitled to select another company to provide the Services.

III.C Authority's Contact Person

Authority's Vice President of Maintenance or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all services under this Contract.

III.D Company's Project Manager

Company has designated Jeremy Strickland as the individual to be responsible for the overall Grease Drainage System Preventative Maintenance project (Company Representative). The Company Representative will be responsible for ensuring that all Services are provided as outlined in the Scope of Work and will be Company's primary contact for all Services under this Contract.

Company must not remove such Company Representative from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Company Representative being replaced. Company will not make any personnel changes of the Company Representative until written notice is made to and approved by Authority's Vice President of Maintenance or designee.

IV. TERM

IV.A Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract 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.

IV.B Term

The Term of this Contract commences on February 1, 2023 and will continue through January 31, 2028 unless terminated earlier as provided herein.

IV.C Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for three (3), one (1) year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of January 31, 2031.

IV.D Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

V. FEES AND PAYMENTS

V.A Not-to-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

V.B Payment

Authority will pay Company based on an approved pricing as specified in Exhibit B, Pricing Schedule, for the provision of Services.

A. New Food Service Facilities, Grease Traps and/or Grease Interceptors may be added as identified by Authority. Any new or additional locations shall be serviced at rates to be negotiated and similar to those listed in Exhibit B, Pricing Schedule.

B. Authority reserves the right to add or delete locations through a Work Order to Company

without formal amendment to this Contract.

C. No Services can be performed without a Purchase Order in place.

V.C Invoices

Invoices required by this Contract will be created and submitted by Company 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.

V.D Payment Method

Company 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 > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, Companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

V.E Payment When Services Are Terminated at the Convenience of Authority

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

1. All Services performed prior to the effective date of termination; and
2. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

VI. TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and Federal

sales, use and transportation taxes.

VII. OWNERSHIP OF DOCUMENTS

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

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the Contract Documents include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

VIII. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its Subcontractors under this Contract. All Services furnished by Company, 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. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

IX. NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Services under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

X. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

X.A Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Contract 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 Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

X.B Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise 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 Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company'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 Contract 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 Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No 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 Contract 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 Contract 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 Contract, and no acceptance of surrender will be valid unless in writing.

X.C Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Section IV, Term, Subsection IV.D, Early Termination.

X.D Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract.

Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

XI. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

XI.A Books and Records

In connection with payments to Company under this Contract, it is agreed Company 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). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research and Work Orders related to this Contract. Company will not destroy any records related to this Contract without the express written permission of the Authority.

XI.B Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract 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, Company 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, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company 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 Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each 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 charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, 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 Company's failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company 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 Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Contract, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

XII. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, 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 Contract;
4. Performance, non-performance or purported performance of this Contract;
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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its

members, officers, agents, employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims 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 Contract;
4. Performance, non-performance or purported performance of this Contract;
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, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant.

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, 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, Company agrees to the following: To the maximum extent permitted by Florida law, Company 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 Company and persons employed or utilized by Company in the performance of this Contract.

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 Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract 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 Contract.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract 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 Company 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 Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. 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. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Subsections A - H or any part of Subsection A – H are deemed to conflict in any way with any law, the Subsection or part of the Subsection will be considered modified by such law to remedy the conflict.

XIII. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Company 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 and Professional 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.

XIII.A Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business

Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

XIII.B Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract 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 Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. 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.

Contract Specific

General Aggregate \$1,000,000

Each Occurrence \$1,000,000

Personal and Advertising Injury Each Occurrence \$1,000,000

Products and Completed Operations Aggregate \$1,000,000

XIII.C Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident \$1,000,000

Disease – Policy Limit \$1,000,000

Disease – Each Employee \$1,000,000

XIII.D 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 covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and

Property Damage Combined \$1,000,000

XIII.E Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against the Authority, members

of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

XIII.F Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

XIII.G Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

XIII.H Conditions of Acceptance

The insurance maintained by Company 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 > Supplier Resources > Insurance for Suppliers.

XIV. NON-DISCRIMINATION

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

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

Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will

provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

XV. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISES

XV.A Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

XV.B Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.
- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract

had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

XV.C W/MBE Participation

- A. W/MBE Goal: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE

subcontractors.

XVI. AUTHORITY APPROVALS

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

XVII. DISPUTE RESOLUTION

XVII.A 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 Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company 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 Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, 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, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by

Authority except those arising from:

1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
2. Failure of the work to comply with the requirements of this Contract;
3. Terms of special warranties required by this Contract; and
4. Latent defects.

XVII.B 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, Company'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 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 Company and for Authority, neither of which have day to day Contract 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 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 Company's claims and may (1) request additional information from Company 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 Company a written directive to proceed. Company 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.

C. Any action initiated by either party associated with a claim or dispute will be brought in the

Circuit Court in and for Hillsborough County, Florida.

XVIII. NON-EXCLUSIVE RIGHTS

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

XIX. WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, 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 Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

XX. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, 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. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

XXI. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- 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 Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

XXII. CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

XXIII. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and

addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. BOX 22287

TAMPA, FLORIDA 33622-2287

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

4160 GEORGE J. BEAN PARKWAY

SUITE 2400, ADMINISTRATION BUILDING

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

CLOUD 9 SERVICES GROUP, LLC

1201 W. JACKSON ST.

ORLANDO, FL 32805

ATTN: CURTIS WALKER OR

(HAND DELIVERY)

CLOUD 9 SERVICES GROUP, LLC

1201 W. JACKSON ST.

ORLANDO, FL 32805

ATTN: CURTIS WALKER

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.

XXIV. SUBORDINATION OF AGREEMENT

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

XXV. SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract 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.

XXVI. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Contract 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, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

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 Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the

document or instrument of assignment to Authority.

XXVII. BADGING AND SECURITY REQUIREMENTS

All of Company's personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

XXVIII. EMPLOYEE PARKING

Company will be provided parking at the Airport for the performance of all Services under this Contract as approved by Authority.

XXIX. APPLICABLE LAW AND VENUE

This Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Contract will be in Hillsborough County, Florida, or in the Tampa

Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against 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 Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

XXX. SCRUTINIZED COMPANIES

Company is required to complete Exhibit E, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit E for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company 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.

XXXI. RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

XXXII. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

XXXIII. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with

Authority concerning the same subject matter.

XXXIV. FAA APPROVAL

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

XXXV. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

XXXVI. INVALIDITY OF CLAUSES

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

XXXVII. 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 Contract. If for any reason there is a conflict between content and headings, the content will control.

XXXVIII. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

XXXIX. COMPLETE CONTRACT

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

XL. MISCELLANEOUS

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

XLI. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contract with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

XLII. ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for

Hillsborough County Aviation Authority
Grease Drainage System Preventative Maintenance

resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

XLIII. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

XLIII.A Claim for Payment

Any claim for payment for changes in the Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Services unless such revised Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

XLIII.B Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 1st day of December, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of December, 2022, 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

CLOUD 9 SERVICES GROUP, LLC

Signed in the Presence of:

[Signature]
Witness
Jeremy Strickland
Printed Name

[Signature]
Witness
Emily Quinones
Printed Name

BY: [Signature]
Signature

President
Title
Curtis Walker
Printed Name

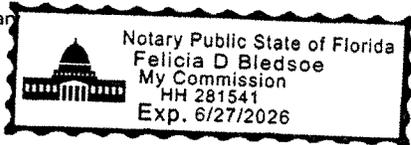
1201 W. Jackson St.
Printed Address
Orlando, FL 32805
City/State/Zip

CLOUD 9 SERVICES GROUP, LLC

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of November, 2022, by Curtis Walker as President (Name of person) for Cloud 9 Services Group, LLC (type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary



[Signature]
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 describes the Services to be performed by Company. Company will furnish all labor, materials, supplies, tools, equipment, transportation, and supervision for the performance of Grease Drainage System Preventative Maintenance detailed in this Scope of Work. All Services are to be fully completed to the satisfaction of and acceptance by Authority. All Services shall be performed in accordance with the terms and conditions contained herein and in compliance with Exhibit D, City of Tampa Grease Ordinance Number 2006-288. The Grease Drainage System incorporates any and all Grease Traps, drainage lines and Grease Interceptors.

Company and Authority will develop a service schedule to provide Services without interference of the operation of the Airport. Prior to the commencement of Services, all scheduled Services must be approved by Contract Manager or designee. Any changes to the schedule or anticipation of disruption to the daily operation of the Airport must receive prior approval of the Contract Manager or designee.

A. Scheduled Tasks

Grease Drainage System Preventative Maintenance tasks shall be performed overnight between 11:00 p.m. and 5:00 a.m. unless conditions warrant other hours for performance, excluding emergencies.

B. Services

1. Inside Grease Trap Maintenance: All installed Grease Traps listed in Exhibit C, Grease Trap and Interceptor Locations, shall be inspected and pumped out using a portable, contained Grease transport device. The entire contents of the Grease Trap will be completely removed of all Grease, refuse, dregs and water with the Grease Trap sides scraped, cleaned and washed in accordance with Exhibit D.

Company is responsible for ensuring the wheels of the Grease removal device are clean and do not track Grease or debris onto Airport spaces. Company is responsible for any expenses associated with cleaning of carpet/tile soiled by portable Grease transport.

2. All installed Grease Interceptors listed in Exhibit C, Grease Trap and Interceptor Locations, shall be inspected and totally pumped out with the Grease Interceptor left empty after servicing. All Grease, refuse, dregs and water will be removed/pumped with the Grease Interceptor sides and baffles scraped, cleaned and pressure washed during each service in accordance with Exhibit D. If, in the opinion of the Contract Manager, service is inadequately rendered, Company may be called back to complete

the service at no additional cost to Authority. No payment will be issued for the service in question until service is adequately completed.

3. The Grease lines draining to the Grease Interceptor tanks shall be water jetted from the outside access ports semi-annually.
4. Under no circumstances will the process of pumping and return of gray water to the Grease Interceptors be allowed.
5. Many service locations are in public view or under the canopy of the terminal buildings. Oil vapor or oil mist is a natural by-product of creating a vacuum in an oil sealed mechanical pump. Company equipment must include a positive displacement blower pump and refrain from using oil sealed pumps at TPA without authorization from the Contract Manager.

C. Extra Work

1. Authority may, at any time, request Services beyond the normal required scheduled Services. On-site Services shall be available within four-eight (48) hours of notification, at the rates listed in Exhibit B, Pricing Schedule, as Extra Work Hourly Rate for Labor & Equipment. Minimum billing time for on-site time will be one (1) hour for the first hour or any part thereof and in half-hour increments thereafter. Extra Work will be submitted in the form as detailed in Exhibit F, Sample Work Order.
2. If Company does not respond within the specified timeframe, Company shall reimburse Authority for the cost of having the drain(s) cleared by another entity. A deduction of the actual cost for reimbursement shall be taken from Company's next monthly billing invoice.

D. Emergency Services

In the event of an emergency, such as drain lines or Grease Interceptors becoming clogged with organic material (Grease, fats, hair, or any other organic material), Company shall respond and rectify the problem within four (4) hours of notification, twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays and will be reimbursed in accordance with Exhibit B, Pricing Schedule. If Company does not respond within this specified timeframe, Company shall reimburse Authority for the cost of having the drain(s) cleared by another entity. A deduction of the actual cost for reimbursement shall be taken from Company's next monthly billing invoice.

E. Project Manager

Company shall designate one (1) representative as the Project Manager responsible for administrative matters in the performance of Services under this Contract. The Project Manager shall be available by telephone 24 hours a day, 7 days a week.

F. Company Responsibilities

1. Company Project Manager shall be responsible for the performance of Services. Company Project Manager shall have full authority to act for Company on all matters relating to daily performance of this Contract.
2. Company Personnel shall check-in with Contract Manager or designee prior to commencement of Services on each visit. A report of the Services performed will be given to the Contract Manager at the end of each visit.
3. Company Personnel shall present a neat appearance and be easily recognized as Company employees. This may be accomplished by wearing distinctive clothing bearing the name of Company. Company field service Personnel shall be dressed to present a clean, neat appearance at all times when performing Services under this Contract.
4. Company shall be solely responsible for the safety, conduct and performance of its employees and shall take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Company will remove from its payroll any employee providing Services at the Airport who participates in unsafe and/or illegal acts, who violates Authority Rules and Regulations or who, in the opinion of Company or Authority, is otherwise detrimental to the public.
5. Company trucks shall not dispose of or drain any pumped liquid accumulation on Airport grounds and must comply with disposal requirements of Exhibit D. Company shall immediately clean up any spills of oil or other engine hydraulic fluids. For safety, it is mandatory that all vehicular equipment used in the performance of this Contract be equipped with a bell or similar warning device to alert pedestrians when such vehicle is backing up. Vehicles are permitted on the Airport grounds only during performance of Services and may not be stored on the Airport grounds.
6. Parking of Company trucks for Services under this Contract shall be coordinated between Company and Contract Manager.
7. Company is responsible for maintaining all service records in compliance with Exhibit D.

G. Authority Rights and Responsibilities

1. Rights

Authority reserves the right to:

- a. Add or delete Grease Traps or Grease Interceptor locations or change frequency for servicing under this Contract without a formal amendment to this Contract upon agreement with Company. Payment will be adjusted in accordance with pricing in Exhibit B. Additionally, new Food Service Facilities, Grease Traps and/or Grease Interceptors may be added as identified by Authority. Any new or additional locations shall be serviced at rates to be negotiated and similar to those listed in Exhibit B.
- b. Conduct inspections of the Services at any time, identifying any discrepancies to Company.
- c. Inspect Company's books and records during normal business hours that pertain to the costs incurred under this Contract.
- d. Approve Company's employees that will service Authority locations within Airport Terminal Facilities deemed sensitive by Authority. These service locations are detailed in Exhibit C. These shall include both public and Security Identification Display Area (SIDA) areas within the following locations:
 - i. Main Terminal
 - ii. Airside Terminal Facilities
 - iii. Airfield Rescue & Fire Fighting Facility (ARFF)
- d. Without invalidating or suspending any portion of this Contract, the Vice President of Maintenance may reject any employee of the Company if the employee is deemed, at the discretion of the Vice President of Maintenance, to be unsuitable to provide Services at the Airport. Such notification of rejection will be made in writing to the Company.
- f. Withhold from any payment otherwise due and payable to Company any portion of any amount due as Authority deems necessary or desirable to protect itself against failure or delay in performance by Company. This right may be exercised by Authority with or without revoking or terminating this Contract.
- g. Perform the Services or hire others to perform the Services and invoice the Company for any costs in excess of the rates listed in Exhibit B, Pricing Schedule, if any type of strike, boycott, picketing or Services stoppage is directed against Company at the Airport which results in the discontinuance of Services performed hereunder. Authority will prorate payments for Services completed but not

invoiced by Company up until the time of any such strike, boycott, picketing or Services stoppage.

2. Responsibilities

Authority will be responsible for:

- a. Providing electricity and water generally available in the Airport Terminal Facilities as required to perform the Services under this Contract at no cost to Company.
- b. Providing parking at designated locations for employees directly and actively engaged in providing the Services.

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Exhibit B
Pricing Schedule

	Estimated Gallons	Grease Trap/Interceptor Service Rate per Gallon	Grease Trap/Interceptor Pumping Annual Cost	Estimated Linear Feet	Grease Interceptor Drain Line Water Jetting Per Linear Foot	Grease Interceptor Drain Line Water Jetting Annual Cost	Total by Year
Year 1	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Year 2	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Year 3	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Year 4	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Year 5	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Renewal Year 6	300,000	\$0.35	\$105,000.00	7,420	\$10.00	\$74,200.00	\$179,200.00
Renewal Year 7	300,000	\$0.40	\$120,000.00	7,420	\$11.00	\$81,620.00	\$201,620.00
Renewal Year 8	300,000	\$0.40	\$120,000.00	7,420	\$11.00	\$81,620.00	\$201,620.00

Hourly Service Rate - Extra Work Hourly Rate for Labor and Equipment (Hourly rate for crew and equipment for Extra Work not covered within the specifications of Exhibit A, Scope of Work)

	Hourly Service Rate - Extra Work Hourly Rate for Labor and Equipment (Hourly rate for crew and equipment for Extra Work not covered within the specifications of Exhibit A, Scope of Work)
Year 1	\$65.00
Year 2	\$65.00
Year 3	\$65.00
Year 4	\$65.00
Year 5	\$65.00
Renewal Year 6	\$70.00
Renewal Year 7	\$70.00
Renewal Year 8	\$70.00



Exhibit C

Grease Trap and Interceptor Locations



TABLE OF CONTENTS

- Airside A
- Airside C
- Airside E
- Airside F
- Main Terminal
- ARFF

Definitions

Grease Interceptor: A Grease receptacle whose rated flow exceeds 50 gallons per minute (gpm) or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a building. It is designed to collect, contain or remove food wastes or Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

Grease Trap: A Grease receptacle whose rated flow is 50 gpm or less and located inside a facility or outside a building, above or below ground, and is designed to collect, contain, or remove food wastes and Grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

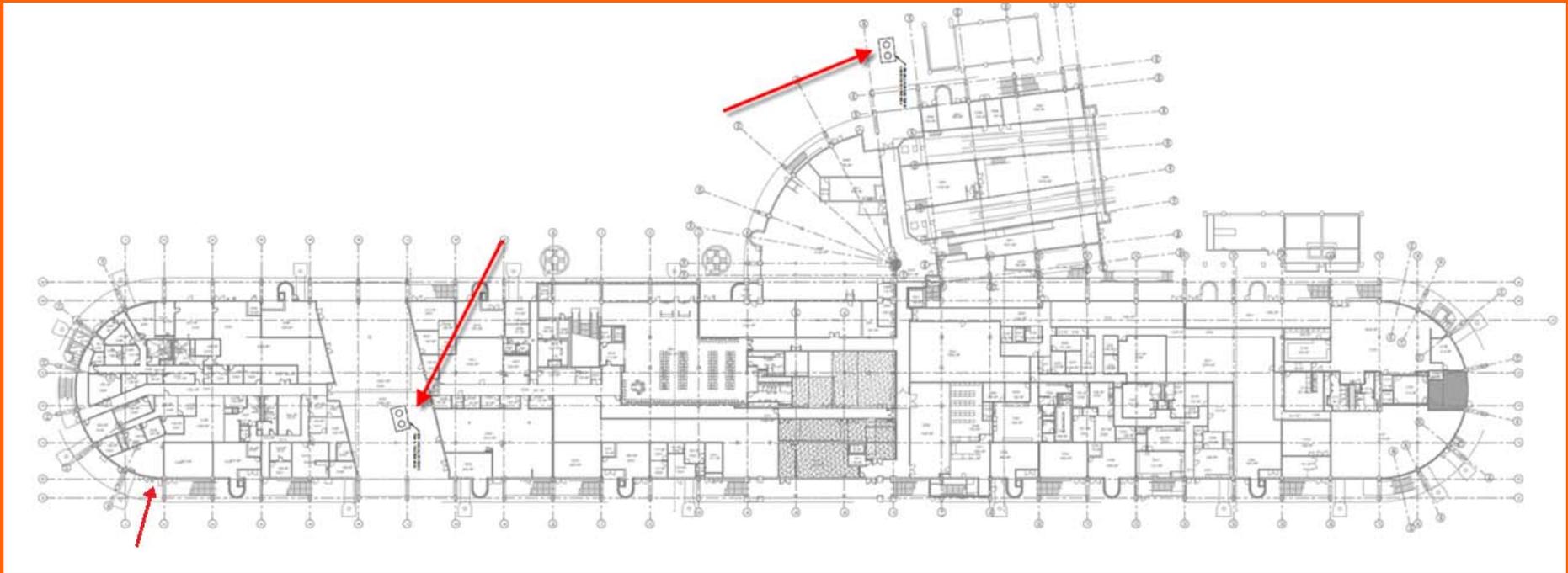
TANK LOCATION AND CAPACITY LIST

Present locations and tank capacities of new and existing Grease Interceptors and Grease Traps

<i>Location</i>	<i>Quantity</i>	<i>Capacity Each (gallons)</i>	<i>Total</i>
Aircraft Rescue and Fire-Fighting - ARFF	1	750	750
Main Terminal-Red 1	4	250	1000
Main Terminal-Red 2	4	1250	5000
Main Terminal-Blue 1	4	250	1000
Main Terminal-Blue 2	4	250	1000
Airside A-Loading Dock	1	1500	1500
Airside A-Tug Drive	1	275	275
Airside A-Gate A8	1	50	50
Airside C-Truck Court	5	1250	6250
Airside C-Generator	6	1250	7500
Airside E-Bag Sort	4	1200	4800
Airside E-Truck Court	5	1200	6000
Airside F-Truck Court	1	2500	2500
Airside F-Gate F78	1	275	275
Airside F-Gate F85	2	250	500

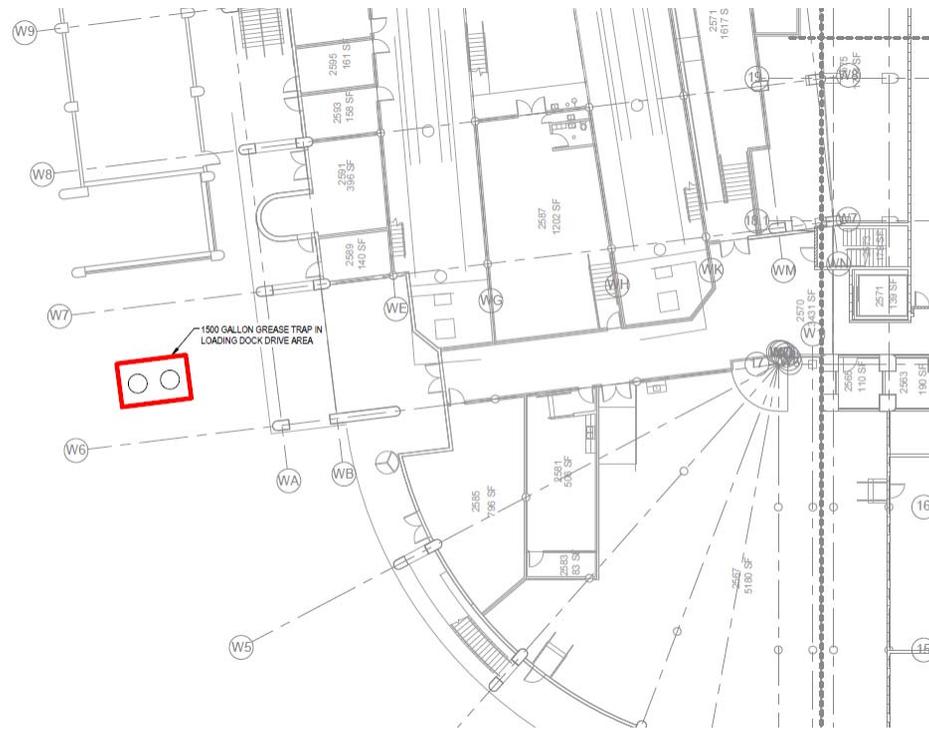
AIRSIDE A

Locations of new and existing Grease Interceptors and Grease Traps



AIRSIDE A EXISTING GREASE TRAP AND INTERCEPTOR LOCATION

Single 1,500 gallon Grease Trap in loading dock of the Airside A truck court on Ramp Level. Serves Burger 21, NY NY Pizza, Chick-Fil-A, Pei Wei, and Starbucks.



AIRSIDE A NEW GREASE TRAP LOCATIONS

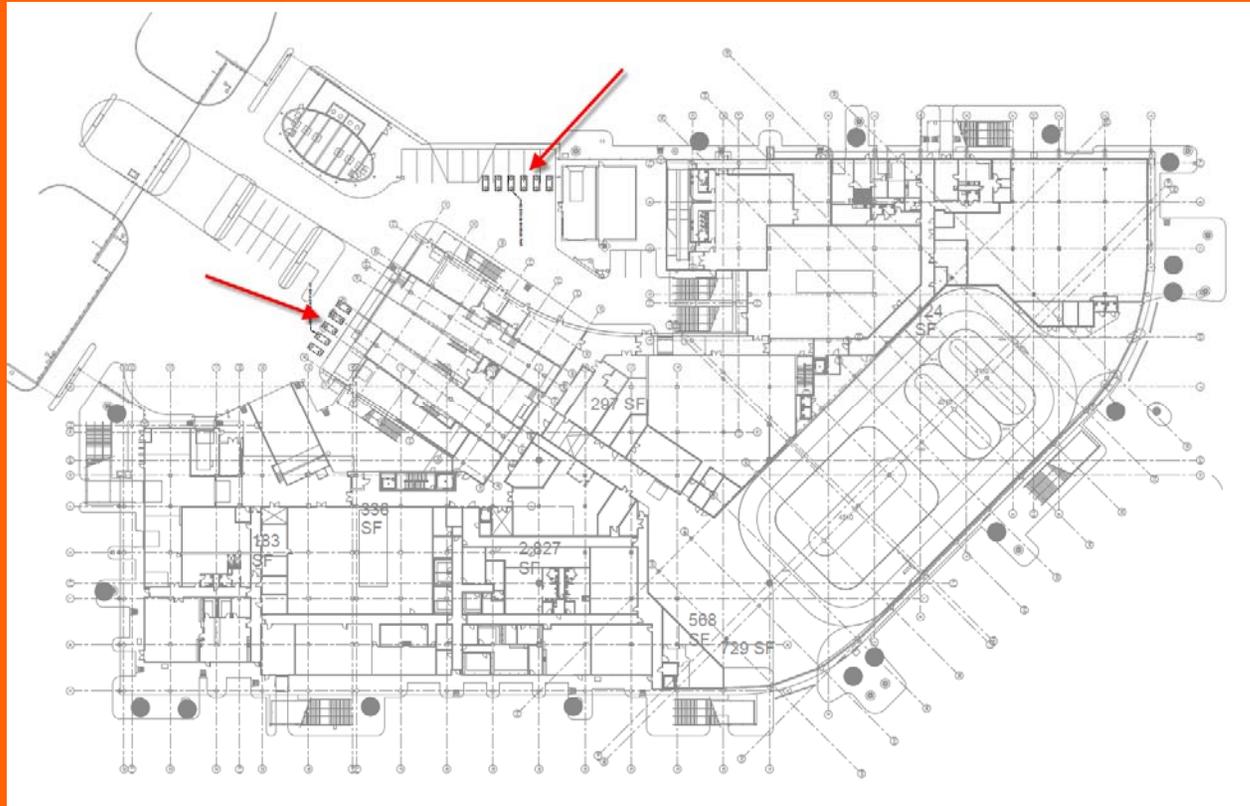
Single 275 gallon Grease Trap in tug drive on Ramp Level. Serves Bay Coffee and Tea and Ducky's.



Single 50 gallon grease trap above grade on Ramp Level by Gate 8. Serves Auntie Anne's.

AIRSIDE C

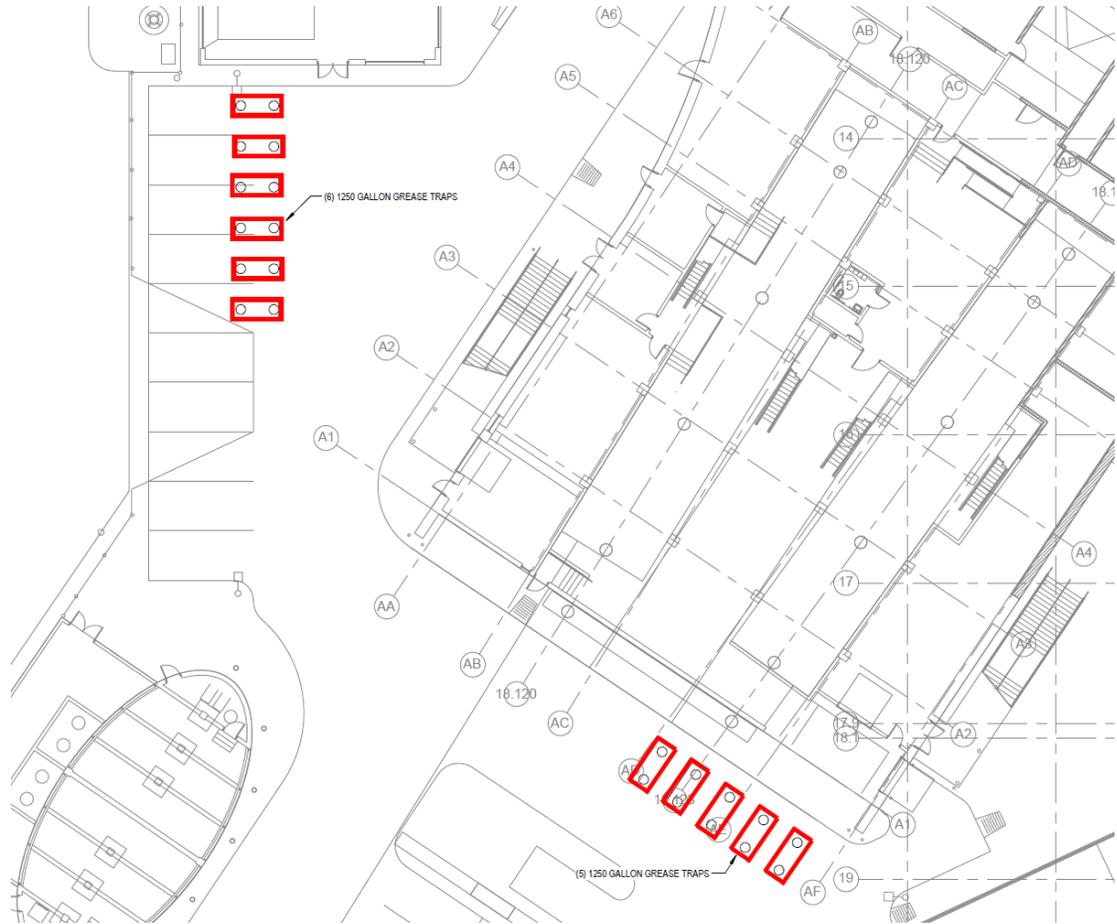
Locations of existing Grease Interceptors



AIRSIDE C EXISTING GREASE TRAP LOCATIONS

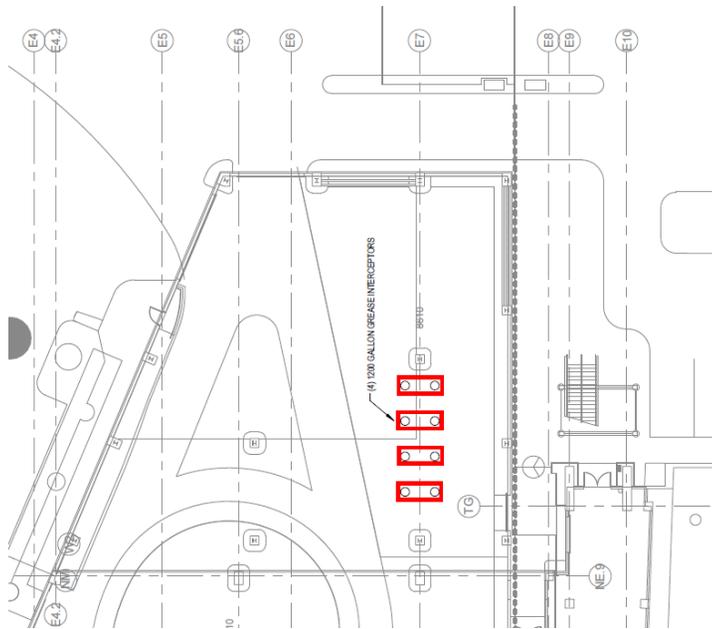
Six (6) 1,250 gallon Grease Traps in series on Ramp Level near Generator. Serves Cigar City, Starbucks, PDQ, Burger 21, and Rumfish Grill.

Five (5) 1,250 gallon Grease Traps in series on Ramp Level near Loading Dock. Serves Marche C Area.

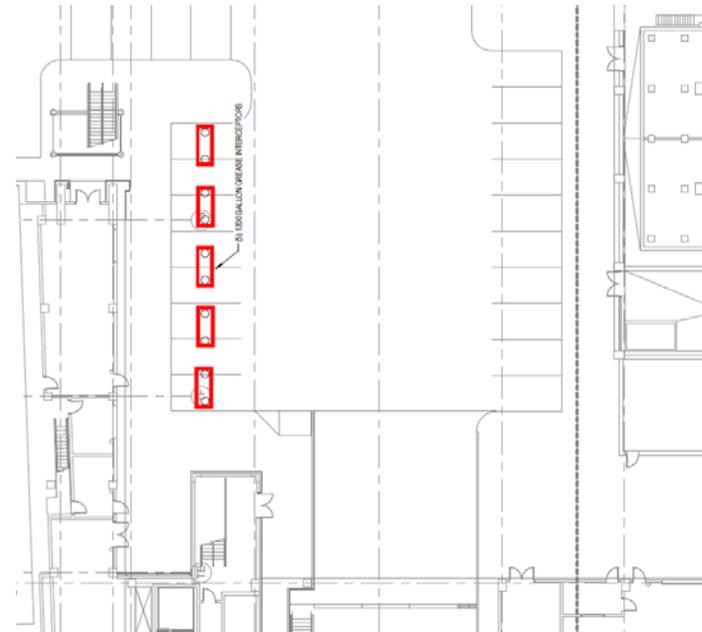


AIRSIDE E EXISTING GREASE INTERCEPTOR LOCATIONS

Four(4) 1,200 gallon Grease Interceptors in series on Ramp Level near baggage handling area. Serves Four Green Fields and Illy.

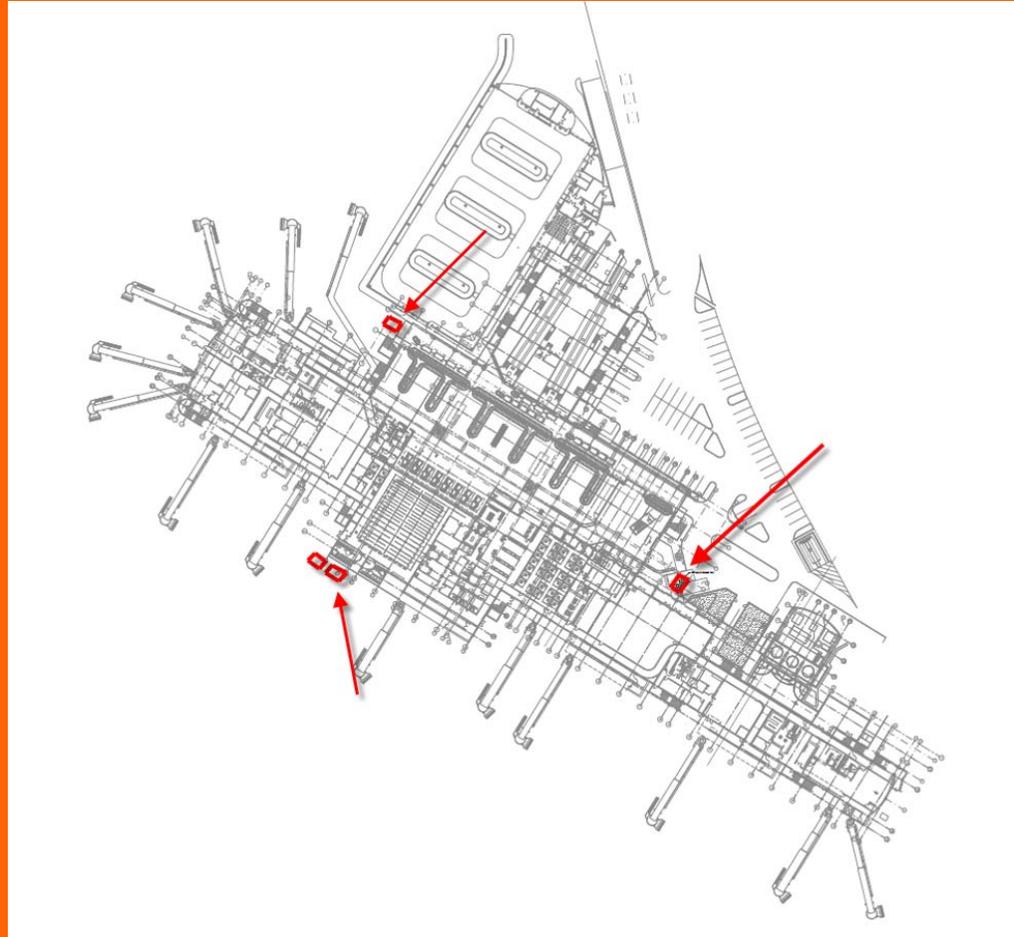


Five (5) 1,200 gallon Grease Interceptors in series on Ramp Level near Loading Dock. Serves Columbia, Potbelly, Panda Express, and Starbucks.



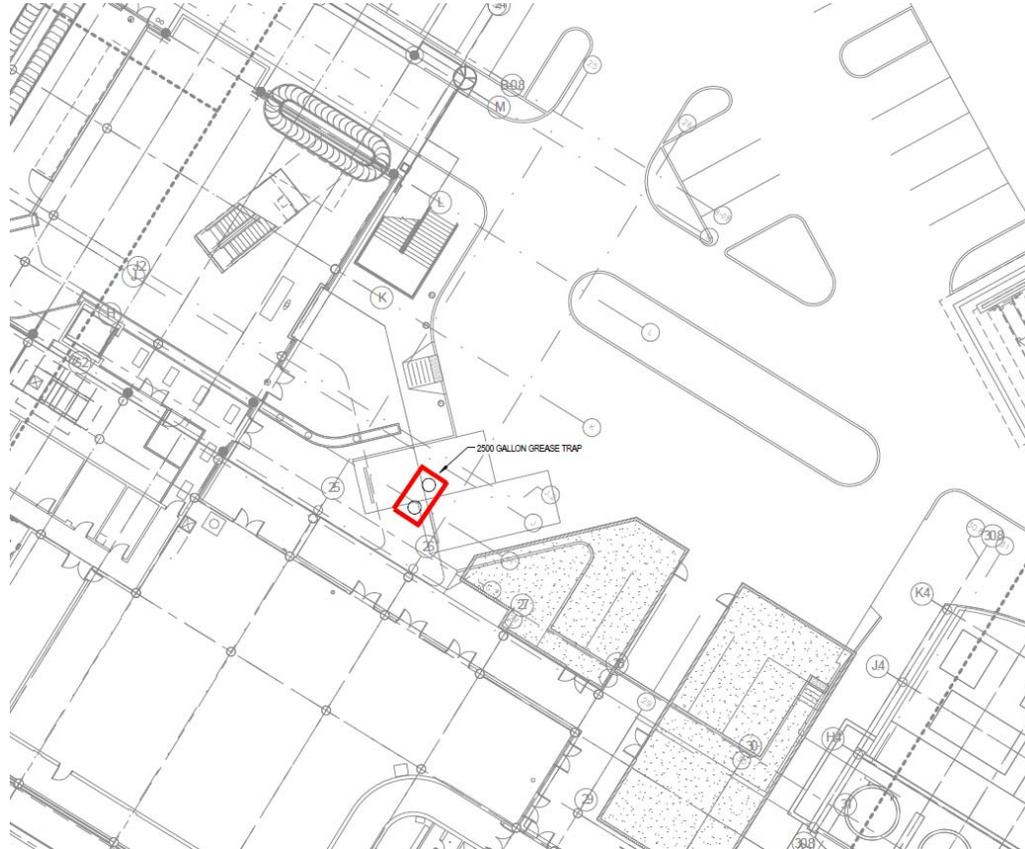
AIRSIDE F

Locations of new and existing Grease Interceptors



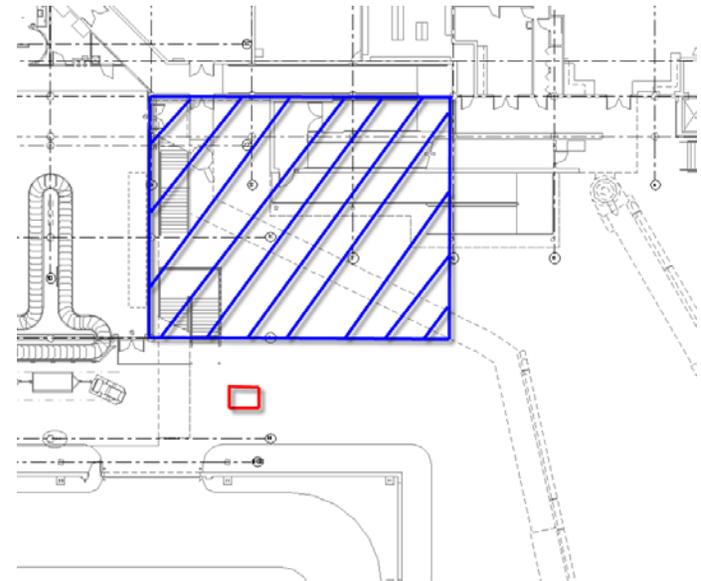
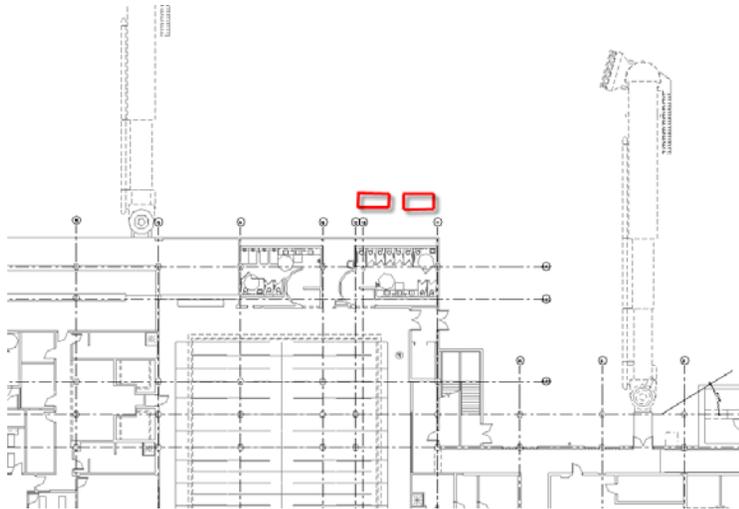
AIRSIDE F EXISTING GREASE INTERCEPTOR LOCATION

Single 2,500 gallon Grease Interceptor on Ramp Level in truck court serves Marche F.



AIRSIDE F NEW GREASE INTERCEPTOR AND GREASE TRAP LOCATIONS

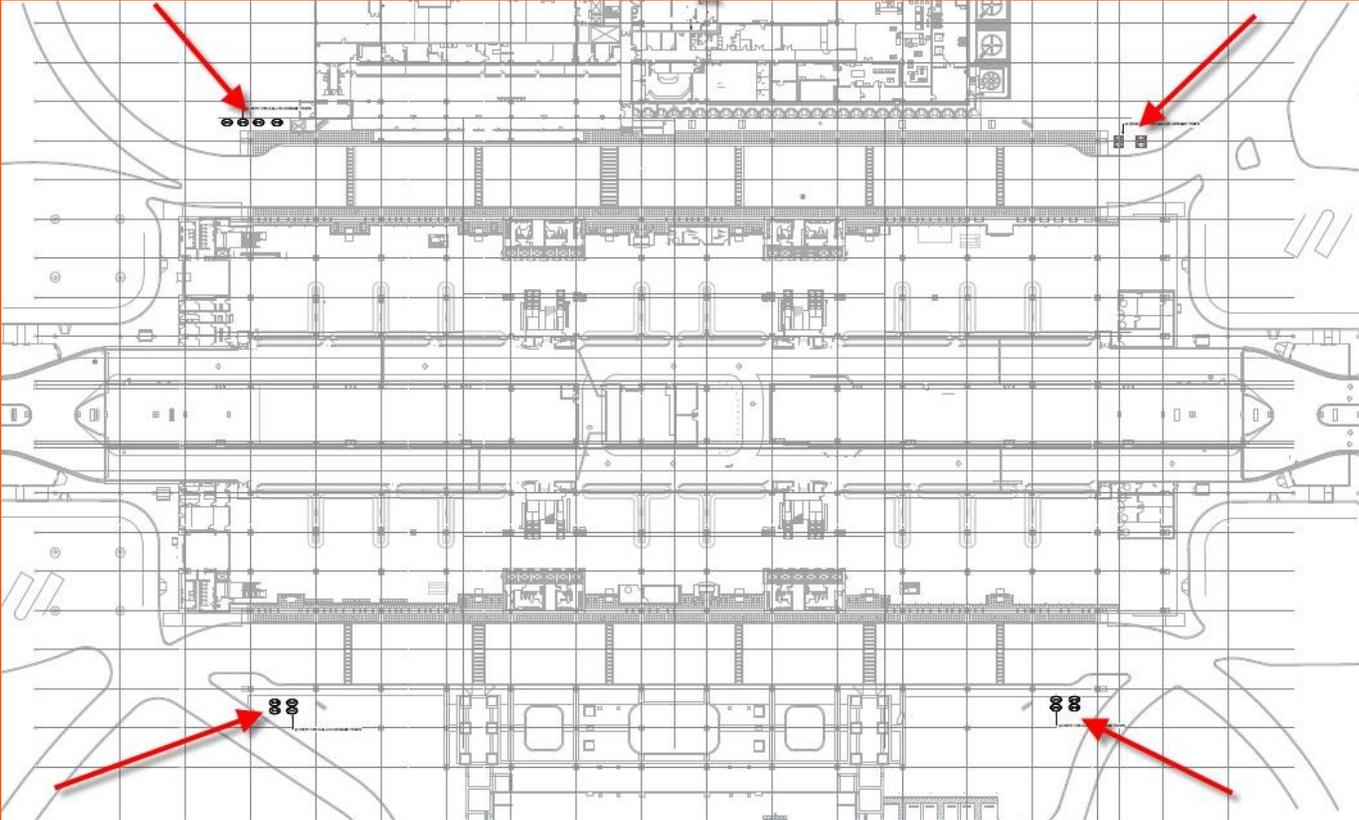
Two (2) 250 gallon Grease Interceptors on ramp in existing parking area. Serves Mise En Place.



One (1) 275 gallon Grease Trap just outside of tug tunnel. Serves Illy. Located to avoid proposed future expansion of A/S-F Ramp Level.

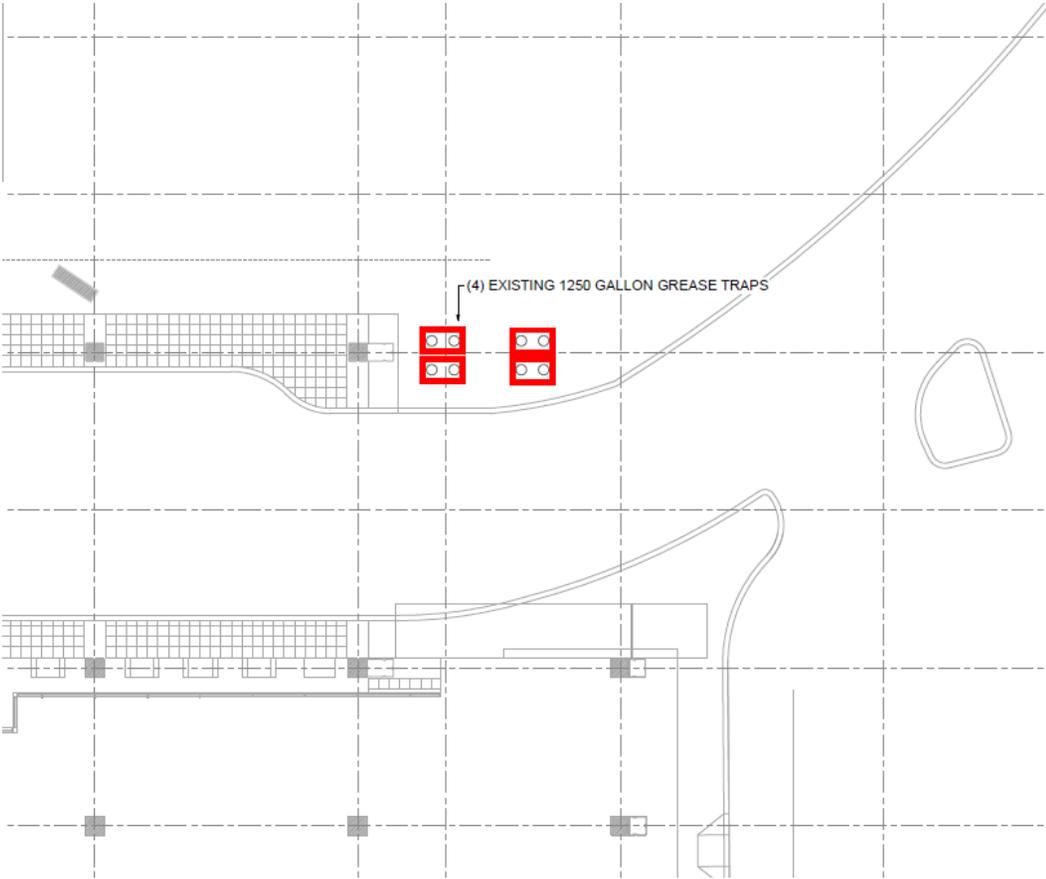
MAIN TERMINAL

Locations of new and existing Grease Interceptors



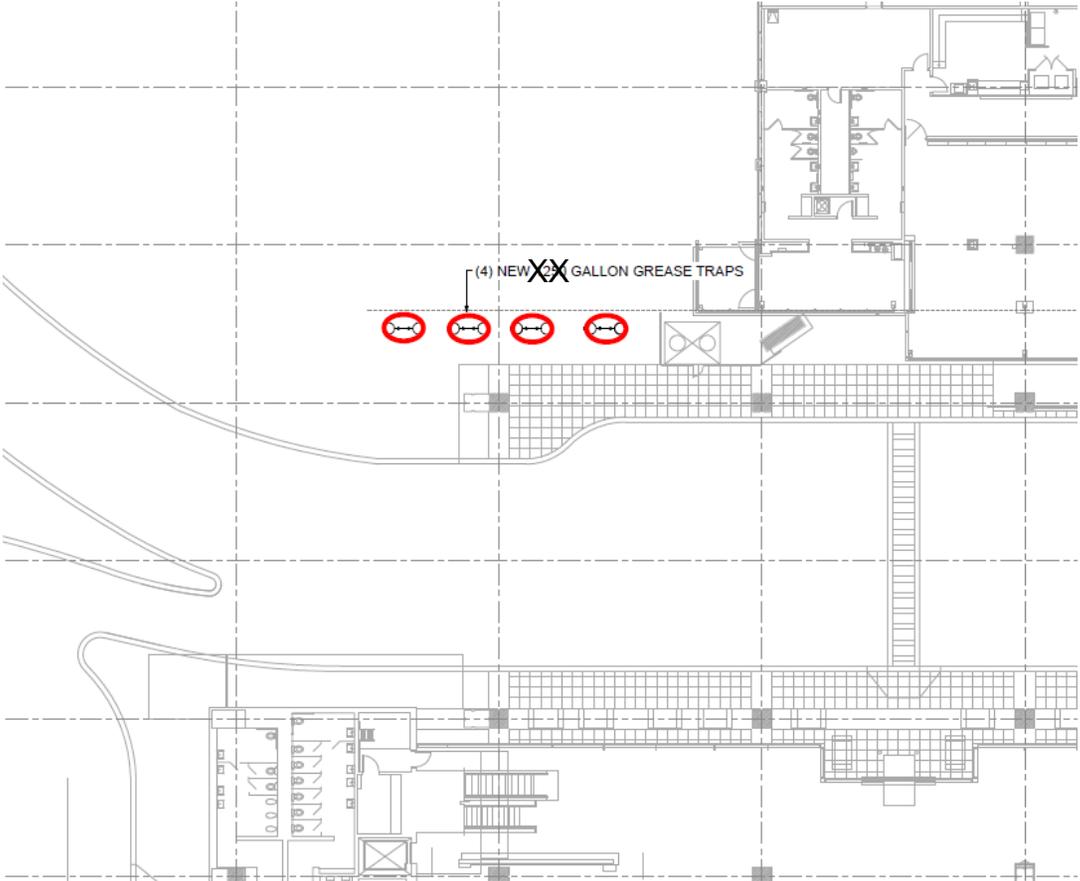
MAIN TERMINAL EXISTING GREASE INTERCEPTOR LOCATIONS

Four (4) 1,250 gallon Grease Interceptors in series on the Baggage Level North of the Red Side drive aisle (Red 2). Serves Hard Rock Café and Starbucks.



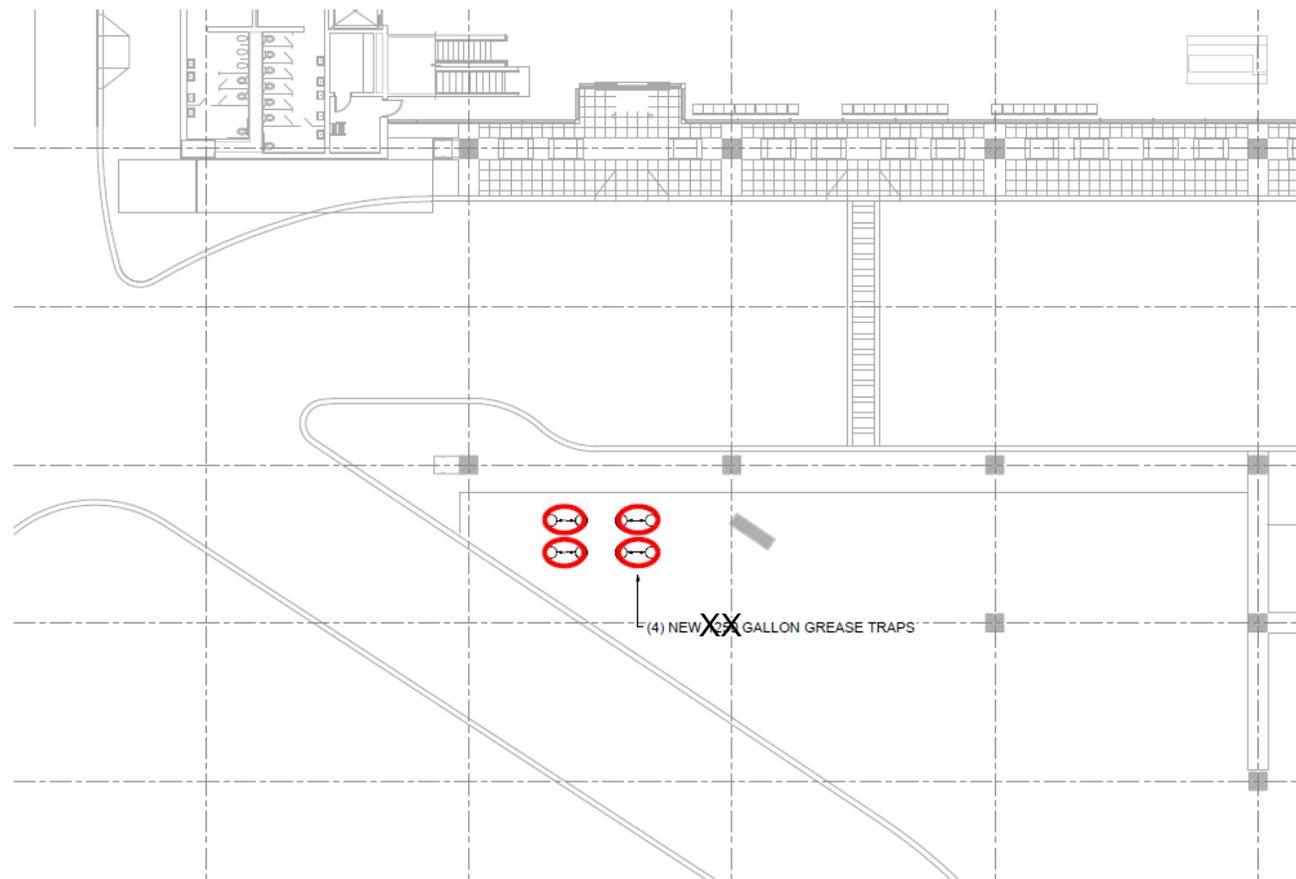
MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 250 gallon Grease Interceptors in series on the Baggage Level North of the Red Side drive aisle (Red 1). Serves Qdoba, Chick-Fil-A and Wendy's.



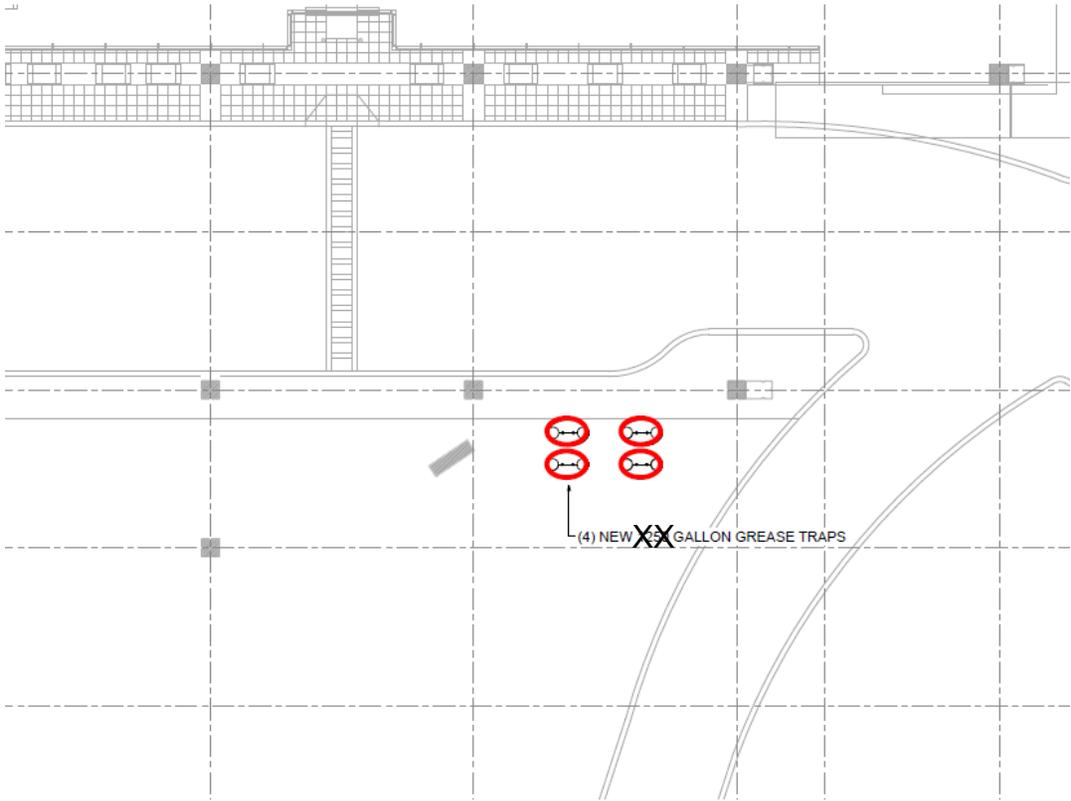
MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 250 gallon Grease Interceptors in series on the Baggage Level South of the Blue Side drive aisle. Serves potential future concession space.



MAIN TERMINAL NEW GREASE INTERCEPTOR LOCATIONS

Four (4) 250 gallon Grease Interceptors in series on the Baggage Level South of the Blue Side drive aisle. Serves PF Changs.



AIRCRAFT RESCUE & FIRE FIGHTING FACILITY (ARFF)

Location of existing Grease Trap



AIRPORT RESCUE & FIREFIGHTING FACILITY (ARFF) EXISTING GREASE TRAP LOCATION

One (1) 750 gallon underground Grease Trap on the ramp side of the ARFF.

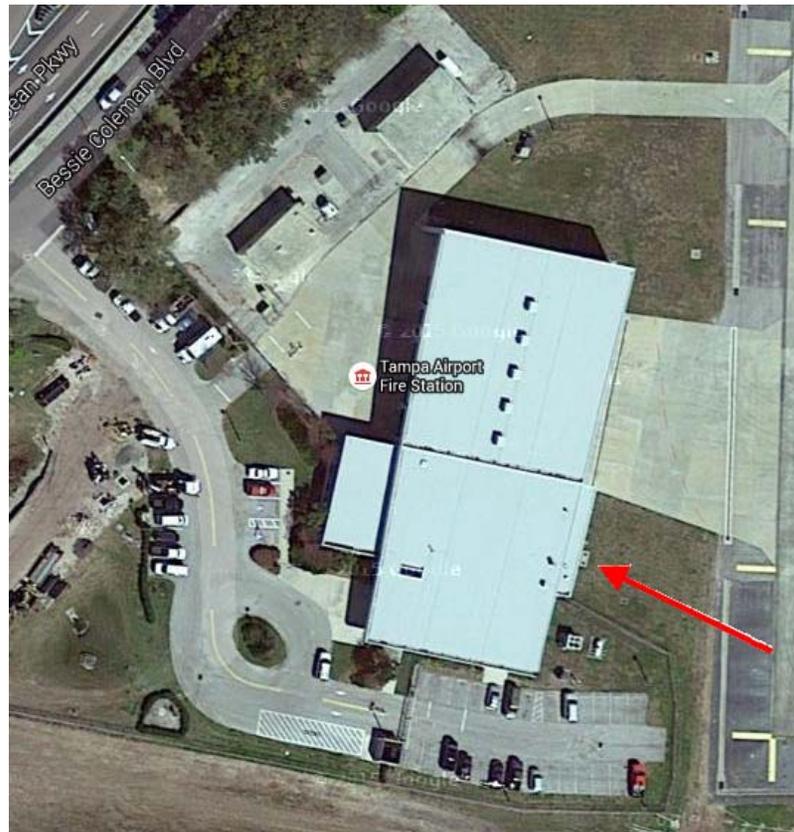


Exhibit D
City of Tampa Grease Ordinance Number 2006-288

<http://www.tampagov.net/wastewater/programs/grease-ordinance>



Grease Ordinance

Our mission is to provide outstanding Wastewater services to our customers while protecting public health and the environment

Background:

The number one cause of sewer overflows in Tampa is caused by grease blockages. The City of Tampa has implemented an improved grease management program which includes civil fines and education components. A new Grease Management Ordinance has been adopted by the City. It was passed by City Council on November 16, 2006 and became effective on November 21, 2006. The Grease Management Ordinance regulates the disposal of grease by food facilities and grease haulers.

Purpose:

The purpose of the Grease Management Ordinance is to establish uniform maintenance and monitoring requirements for controlling discharge of grease from food service facilities within the City limits that discharge into the City's treatment works and for regulation of grease haulers operating within the city limits.

ORDINANCE NUMBER 2006-288

AN ORDINANCE OF THE CITY OF TAMPA, FLORIDA, CREATING ARTICLE VII OF CHAPTER 26 OF THE CITY CODE RELATING TO GREASE MANAGEMENT; DEFINING TERMS; AUTHORIZING UNIFORM MAINTENANCE AND MONITORING REQUIREMENTS OF FOOD SERVICE FACILITIES FOR CONTROLLING THE DISCHARGE OF GREASE; AUTHORIZING REGISTRATION AND REGULATION OF GREASE HAULERS FOR CONTROLLING THE DISCHARGE OF GREASE; PROVIDING FOR AN APPEAL FOR DENIAL OR REVOCATION OF GREASE HAULER REGISTRATION; AUTHORIZING ESTABLISHMENT OF RATES, FEES AND CHARGES FOR GREASE MANAGEMENT; PROVIDING FOR ENFORCEMENT PROCEDURES AND LEGAL REMEDIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2005-899, adopted by the City Council of the City of Tampa on July 28, 2005, the City of Tampa entered into a Consent Order with the Environmental Protection Commission of Hillsborough County and the State of Florida Department of Environmental Protection effective August 9, 2005; and

WHEREAS, the Consent Order provides in pertinent part that the City will prepare and implement a City of Tampa Grease Management Ordinance. The Ordinance shall include requirements for grease discharge into the sanitary sewer system and monetary penalties for non-compliance with the Ordinance. The City shall review resources necessary to enforce the new Ordinance and budget for additional resources, if necessary, and

WHEREAS, it is requested by the Wastewater Department to implement the Grease Management Ordinance.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL

OF THE CITY OF TAMPA, FLORIDA:

Section 1. That Article VII of Chapter 26 of the City of Tampa Code shall be created by adding the language as follows:

Sec. 26-300. Title

Sec. 26-301. Purpose

Sec. 26-302. Applicability

Sec. 26-303. Definitions

Sec. 26-304. Authority

Sec. 26-305. Facility inspections

Sec. 26-306. Grease traps and interceptors

Sec. 26-307. Grease interceptor and trap enforcement

Sec. 26-308. Grease haulers

Sec. 26-309. Fees

Sec. 26-310. Enforcement

Sec. 26-311. Additional Criminal Offenses

Sec. 26-312-26-320. Reserved

Click [here](#) to view entire grease management document in PDF format

View [chapter 9](#) of the City of Tampa Code Ordinances (will open in new window).

Article VII. GREASE MANAGEMENT

Sec. 26-300. Title

This article shall be known and may be cited as the "City of Tampa Grease Management Ordinance."

Sec. 26-301. Purpose.

This article establishes uniform maintenance and monitoring requirements for controlling the discharge of grease from food service facilities discharging into the City's treatment works and for regulation of grease haulers operating within the City limits. The objectives of this Ordinance are:

(1) To prevent the introduction of excessive amounts of grease into Tampa's treatment works.

(2) To prevent clogging or blocking of the City's sewer lines due to grease build-up causing sanitary sewer overflows onto streets, into stormwater systems or waterways and into residences and commercial buildings, resulting in potential liability to the City.

(3) To prevent maintenance and odor problems at wastewater pumping stations due to grease build-up.

(4) To implement a process to recover costs for any liability incurred by the City for damage caused by grease blockages resulting in sanitary sewer overflows.

- (5) To establish fees for the recovery of costs resulting from the program established herein.
- (6) To register grease haulers operating within the City of Tampa.
- (7) To establish enforcement procedures for violations of this article.

Sec. 26-302. Applicability

(a) The provisions of this article shall apply to all food service facilities discharging into the City's treatment works and to all grease haulers doing business within the City of Tampa.

(b) Where there is a conflict between this article and the Florida Building Code - Plumbing, as amended (current edition), the Florida Building Code - Plumbing, as amended (current edition) shall be applicable.

The City of Tampa currently regulates the improper discharge of grease into water or wastewater pursuant to the Technical Services Manual, August 1998 edition, on file in the Office of the City Clerk which has the full force and effect of an Ordinance pursuant to Section 26-128 of the City of Tampa Code. Where there is a conflict between this article and the Technical Services Manual, as amended, this article shall be applicable.

Sec. 26-303. Definitions.

For the purposes of this article, certain abbreviations, terms, phrases, words and their derivatives shall have the following meanings:

Director means the Director of the Wastewater Department or his or her designee.

Food service facility or *facility* means any business or food service facility which prepares and/or packages food or beverages for sale or consumption. This does not apply to private residences. Food service facilities may include, but are not limited to, food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, meat markets, hospitals, hotels, nursing homes, churches, schools, cafeterias, delicatessens, coffee shops, concession stands and all other food service facilities not specifically listed above.

Food service facility owner or *owner* means in the case of individual food service facilities, the owner or proprietor of the food service facility. Where the facility is a franchise operation, the owner of the franchise is the responsible person or entity. Where the facility is owned by a partnership, corporation, or other type of business entity, the individual who is authorized to legally act on behalf of the business entity under Florida State law shall be the responsible person. Where two or more food service facilities share a common grease interceptor, the owner shall be the individual who owns or assumes control of the grease interceptor or the property on which the grease interceptor is located. Owner shall also mean his or her duly authorized representatives, employees or agents.

GMP inspector means a member of the staff of the City's Grease Management Program, designated by the Director to enforce the City of Tampa Grease Management Ordinance.

Gray water means all liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

Grease means a material either liquid or solid, composed primarily of fats, oils or grease from animal or vegetable sources.

Grease hauler means a person who collects the contents of a grease interceptor or trap and transports it to an approved recycling or disposal facility.

Grease interceptor means an interceptor whose rated flow exceeds 50gpm or has a minimum storage capacity of 750 gallons or more and is a device located underground and outside of a facility. It is designed to collect, contain or remove food wastes or grease from the wastewater while

allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

Grease trap means an interceptor whose rated flow is 50gpm or less and is a device located inside a facility and/or under a sink designed to collect, contain, or remove food wastes and grease from the wastewater while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity.

Notice of Violation (NOV) means a written notice informing a food service facility owner or grease hauler that a violation of the City of Tampa Grease Management Ordinance has occurred.

Registered hauler means a grease hauler registered with the City of Tampa in accordance with this article who is authorized to perform inspection, cleaning, and grease disposal for food service facilities.

Sanitary facilities mean bathrooms, bathroom fixtures, bathroom groups, hand sinks or other similar fixtures or facilities.

Treatment Works mean any part of the City's wastewater system as defined in Section 26-117 of the City of Tampa Code.

Sec. 26-304. Authority

(a) Pursuant to Sections 1-14 and 26-5(3) of the City of Tampa Code, the Director, or his or her designees shall have the power, duty and responsibility to administer and enforce the provisions of this article.

(b) Pursuant to Chapter 9 of the City of Tampa Code and Chapter 162, Florida Statutes, the Director or his or her designees, such as GMP inspectors, shall have full authority and be designated as code inspectors.

26-305. Facility inspections.

(a) Entry. Pursuant to Section 1-16 of the City of Tampa Code, each facility shall allow the Director or his or her designee's the right of entry upon real property for the purpose of inspection, observation, records examination, measurement, and sampling in accordance with the provisions of this article.

(b) Inspections. The GMP inspector shall inspect food service facilities on either an unannounced or scheduled basis to verify continued compliance with the requirements of this article. The GMP inspector shall inspect all grease traps or interceptors, plumbing connections, the logbook and file, other pertinent data or take samples as necessary. The GMP inspector shall record all observations in a written report. Any deficiencies shall be noted, including but not limited to:

a. Failure to properly maintain the grease interceptor or trap in accordance with the provisions of this article.

b. Failure to report changes in operations, or wastewater constituents and characteristics.

c. Failure to maintain logs, files, records or access for inspection or monitoring activities.

d. Inability of existing grease interceptor or trap to prevent discharge of grease into the City's treatment works. e. Any other inconsistency with or violation of this article.

(c) Re-inspections. The GMP inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

Sec. 26-306. Grease traps and interceptors.

(a) Permit Required. Any food service facility that intends to erect, install, enlarge, alter, repair, remove, convert or replace any grease trap or interceptor is required by Section 5-105 "Permits" of

the City of Tampa Code to make application to the building official and obtain the required permit. The facility shall submit with its permit application the appropriate design criteria in accordance with the Florida Building Code - Plumbing, as amended (current edition).

(b) Requirements. All food service facilities are required to have a grease interceptor or trap properly installed in accordance with any and all applicable requirements of the Florida Building Code - Plumbing, as amended (current edition).

(1) New facilities. On or after the effective date of the City of Tampa Grease Management Ordinance, food service facilities which are newly proposed or constructed, or existing food service facilities which will be expanded or renovated to include a food service facility, where such a food service facility did not previously exist, shall be required to install a grease interceptor or trap according to the requirements of the Florida Building Code - Plumbing, as amended (current edition) and to operate and maintain the grease interceptor or trap according to the requirements contained in this article.

(2) Existing facilities. Food service facilities existing prior to the date of the City of Tampa Grease Management Ordinance shall be permitted to operate and maintain existing grease interceptors or traps provided their grease interceptors or traps are in good operating condition. The City may require an existing facility to install a new grease interceptor or trap that complies with the requirements of the Florida Building Code - Plumbing, as amended (current edition) or to modify or repair any noncompliant plumbing or existing grease interceptor or trap when any one or more of the following conditions exist:

a. The facility is found to be contributing grease in quantities sufficient to cause line stoppages or necessitate increased maintenance on the wastewater collection system.

b. Grease concentrations exceed 400 mg/l on wastewater effluent as determined by sampling performed by the GMP inspector.

c. The facility does not have a grease interceptor or trap.

d. The facility has an irreparable or defective grease interceptor or trap.

e. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by the City of Tampa.

f. The facility is sold or undergoes a change of ownership.

g. The facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this article.

(c) Plumbing connections. Grease interceptors or traps shall be installed in accordance with Florida Building Code - Plumbing, as amended (current edition). Wastewater from sanitary facilities shall not be introduced into the grease interceptor or trap under any circumstances.

(d) Records maintenance. Each food service facility shall maintain a bound logbook in which a record of all interceptor maintenance is entered. Maintenance information shall include, but not be limited to, date and time of the maintenance, estimated gallonage removed from interceptor or trap, any defects in the grease interceptor or trap, details of any repairs required and dates of repair completion, changes in operations, or wastewater constituents and characteristics, receipts from grease haulers, plumbers, parts suppliers, etc., and any other records pertaining to the interceptor. This logbook shall be made available for review upon request. Records shall be maintained for a period of three years. Each facility shall provide, upon request of the GMP Inspector within 10 days, drawings of sufficient detail to depict the plumbing layout of the facility.

(e) Grease interceptors. Grease interceptors shall be designed and installed in accordance with the Florida Building Code - Plumbing, as amended (current edition) and shall be operated and maintained as follows:

(1) Pumping and maintenance. Each food service facility shall be responsible for the costs of pumping, cleaning, and maintaining its grease interceptor. All food service facilities that have grease interceptors shall utilize a registered grease hauler. Pumping services shall include the complete removal of all contents, including floating materials, gray water, bottom sludge, and solids from the interceptor. Grease interceptor cleaning shall include scraping excessive solids from the walls, floors, baffles, and all piping. It shall be the responsibility of the grease hauler to inspect an interceptor during, or immediately after the pumping procedure to ensure that the interceptor is clean and that all fittings and fixtures inside the interceptor are in working condition and functioning properly. If the interceptor is not functioning properly, the grease hauler shall notify the owner in writing. The notice shall include a sufficient description of the malfunction.

(2) Interceptor pumping frequency. Each food service facility shall have its grease interceptor pumped according to the following criteria: a. When the settled solids layer exceeds the invert of the outlet pipe (typically eight inches in depth), or; b. When the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the capacity of the interceptor, or; c. When the interceptor is not retaining or capturing oils and greases.

(3) Inspection. Grease interceptors shall be inspected by a GMP inspector as necessary to assure compliance with this article.

(4) Disposal. Wastes removed from each grease interceptor shall be disposed of at a facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors shall not be returned to any grease interceptor, private sewer line or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 400 mg/l.

(f) Grease traps. Grease traps shall be installed in accordance with the Florida Building Code - Plumbing, as amended, (current edition) and shall meet the following criteria:

(1) Flow control device. Grease traps shall be equipped with a device to control the rate of flow through the unit. The rate of flow shall not exceed the manufacturers rated capacity recommended in gallons per minute for the unit. Each food service facility is responsible for maintaining appropriate flow control devices.

(2) Venting. The flow-control device and the grease trap shall be vented in accordance with the Florida Building Code - Plumbing, as amended (current edition). The vent shall terminate not less than six inches above the flood-rim level or in accordance with the manufacturer's instructions. Each food service facility is responsible for maintaining appropriate venting of the grease trap.

(3) Cleaning and maintenance. Each food service facility shall be solely responsible for the cost of grease trap cleaning and maintenance. Each facility may contract with a registered grease hauler or it may develop a written protocol and perform its own grease trap cleaning and maintenance procedures. Cleaning and maintenance must be performed when the total volume of captured grease and solid material displaces more than twenty-five percent (25%) of the total volume of the grease trap. Each facility shall determine the frequency at which their grease trap shall be cleaned, but all grease traps shall be opened, inspected, cleaned, and maintained at a minimum of once per week.

(4) Inspection. Grease traps shall be inspected by a GMP inspector as necessary to assure compliance with this article and to assure proper cleaning and maintenance is being performed.

(5) Disposal. Grease and solid materials removed from a grease trap shall be removed by a registered grease hauler unless the grease is in a solid, dry form, mixed with an oil absorbent in an enclosed bag or container, and does not exceed five (5) pounds.

(g) Additives. Any chemicals, enzymes, emulsifiers, live bacteria or other grease cutters or additives, used for the purpose of grease reduction shall, be approved by the GMP inspector prior to their addition to grease interceptors or traps. Applicable information concerning the composition, frequency of use and mode of action of the proposed additive shall be sent to the City together with a written statement outlining the proposed use of the additive(s). The City may request a sampling port installed by the food service facility at the facility's expense to demonstrate the additive will work. The City, upon evaluation of all of the information received, shall permit or deny the use of the additive in writing. Permission to use additives may be withdrawn by the City at any time.

(h) Alternative grease removal devices or technologies. Alternative devices and technologies such as automatic grease removal systems shall be subject to written permission by the Director prior to installation. Permission to use the device shall be based on demonstrated and proven removal efficiencies and reliability of operation. The City may permit these types of devices depending on manufacturer's specifications on a case-by-case basis. The food service facility may be required to furnish analytical data demonstrating grease removal effectiveness, or perform effluent monitoring. Permission to use alternative devices and technologies may be withdrawn by the City at any time.

Sec. 26-307. Grease interceptor and trap enforcement

(a) Whenever the GMP inspector determines that a grease interceptor or trap is in need of pumping, repairs, maintenance, or replacement, enforcement shall be as follows:

(1) Notice of Violation (NOV). The GMP inspector conducting the inspection shall immediately notify the food service facility owner that a violation exists and issue the owner a NOV stating the nature of the violation.

(2) Inspection and Re-inspection. If a grease interceptor or trap has to be re-inspected because of deficiencies found during a previous inspection, and all of the deficiencies have been corrected, there shall be no charge for the re-inspection. If all of the deficiencies have not been corrected, a re-inspection fee shall be charged to the food service facility.

(3) Sampling fees. Fees for any sampling and analysis of wastewater discharges deemed necessary for the protection of the treatment works shall be charged to the food service facility owner in the amount per sampling event.

(4) Pump-out and cleaning. A violation involving the lack of proper cleaning and maintenance of a grease trap shall require the food service facility owner to clean out the trap(s) within twenty-four (24) hours of the NOV. If interceptor pumping frequency is not being met, the owner shall be required to have the interceptor pumped out within seventy-two (72) hours of the NOV.

(5) Repairs and Replacement. The food service facility owner shall be responsible for the cost and scheduling of all repairs to or replacement of its grease interceptor(s) or trap(s). Repairs and replacements required by a GMP inspector shall be completed within a reasonable time as established in written guidelines prepared by the Director. The time for corrective action shall commence on the date of receipt of the NOV. Written guidelines shall include provisions for time extensions if the owner responds with an acceptable plan for rectifying the situation.

(6) Noncompliance. If the food service facility owner continues to violate the provisions set forth in this article, or fails to initiate or complete corrective action in response to a NOV, or a City approved plan to rectify a violation, the Director may pursue one or more of the following options at the Director's sole discretion: a. Pump the grease interceptor and seek reimbursement of the costs from the food service facility owner. b. Assess further inspection fees as provided. c. Terminate sanitary sewer service as provided in Section 26-52 of the City of Tampa Code. d. Refer any violation by any food service facility or, its owner for enforcement for any or all applicable remedies.

Sec. 26-308. Grease haulers

(a) Grease hauler registration. Any person, firm, or business desirous of collecting, pumping, or hauling grease interceptor or trap wastes from businesses located within the City limits shall be

required to register with the City. It shall be unlawful for any grease hauler to clean or pump out grease interceptors or traps within the City limits without being registered. Registrations shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferable. The Director shall issue stickers to all City of Tampa registered grease haulers. The stickers shall be displayed in a visible location on all vehicles used to clean interceptors or traps.

(1) Application. To register with the City, a grease hauler shall submit a completed application form to the Director. The Director shall approve, deny, or approve with conditions all applications by written notice within forty-five (45) calendar days of the City's receipt of the completed application form. The grease hauler shall be registered prior to providing grease hauling services within the City limits. The application shall require, but not be limited to, the following information:

a. List of all trucks or vehicles used to clean interceptors or traps, which include vehicle make, model, year, identification number, color, tank capacity, proof of insurance, and tag number.

b. List of all drivers or personnel used to clean interceptors or traps, including proof of valid driver's licenses.

c. List of all disposal sites.

(2) Information Update. Registered grease haulers shall update application information annually from date of issuance of registration.

(3) Registration renewal. An application for registration renewal shall be submitted on the appropriate renewal form at least forty-five (45) calendar days prior to the expiration date of the existing registration by each applicant wishing to provide grease hauling services in the City limits

(b) Spill reporting. Any accident, spill, or other discharge of grease, solids or gray water, which occurs within the City, shall be reported to the City of Tampa Wastewater Department by the grease hauler as soon as possible but not longer than twenty-four (24) hours after the incident. The grease hauler shall comply with all procedures and reporting requirements contained in federal, state and local regulations. The grease hauler shall be responsible for all clean-up procedures and costs.

(c) Record keeping. Grease haulers shall retain and make available for inspection and copying, all records related to grease interceptor or trap pumping and grease disposal. A City of Tampa grease hauler manifest or approved form shall be required to be signed by the grease hauler certifying the accuracy of the information on the manifest. The manifest shall include, but not be limited to, name, location, date and time of the facility serviced, estimated gallonage removed from interceptor or trap, disposal times, dates, locations, and amounts. These records shall remain available for a period of at least three (3) years. The failure to provide information to the City within ten (10) days of a written request is a violation of this article.

(d) Vehicle inspection. Grease haulers shall permit the City to inspect grease hauler's registered vehicles.

(e) Disposal. Wastes removed from each grease interceptor or trap shall be disposed of at a grease disposal facility permitted to receive such wastes. Grease, solid materials, or gray water removed from interceptors or traps shall not be returned to any grease interceptor, trap, private sewer line, or to any portion of the City's treatment works, except for food service facilities that use a two compartment pump truck where the compartments are fully separate with their own valve system, so there is no cross contamination between the gray water with the solids and grease. With this type of equipment, gray water may be re-introduced back into the interceptor as long as the wastewater effluent grease concentrations do not exceed 400 mg/l.

(f) Grease hauler enforcement. Enforcement actions against grease haulers in violation of this article shall be as follows:

(1) Notice of violation (NOV). A NOV will be issued to any grease hauler who is found to be in non-compliance with this article. Response to this NOV must be received by the City within ten (10) calendar days of its receipt by the grease hauler. The grease hauler will be required to describe how the violation occurred, verification that the violation has been corrected, and shall provide assurance that steps will be taken to prevent the re-occurrence of the violation.

(2) Registration revocation. Any registration issued pursuant to the provisions of this article may be modified, suspended or revoked in whole or in part during its term for cause shown including, but not limited to any one of the following:

- a. Falsification of any information,
- b. Discharging any grease, liquid, or solid waste into a non-authorized location, or
- c. Failing to comply with this article.

Sec. 26-309. Fees

Fees associated with this article will be established pursuant to the provisions of Section 26-31 of the City of Tampa Code.

Sec. 26-310. Enforcement.

(a) Search or Inspection warrant. The Director, through the City Attorney, may seek to obtain a search or inspection warrant from the appropriate authority to gain access to a facility for the purposes of inspection and monitoring if such lawful entry under Section 26-305(a) of this article has been denied by the owner.

(b) Referral to Code Enforcement Board. The Director may enforce the violation of any provision of this Ordinance against an owner or grease hauler, pursuant to and in the manner provided by Chapter 9 of the City of Tampa Code and the provisions of Chapter 162, Florida Statutes.

(c) Injunctive and other relief. The Mayor, through the City Attorney, may file a petition in the name of the City in the Circuit Court of the County or such other courts as may have jurisdiction seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this article or other applicable law or regulation.

(d) Recovery of damages. When the discharge from a food service facility causes an obstruction, damage, or any other impairment to the treatment works, or causes any expense, fine, penalty, or damage of whatever character or nature to the City, the Director shall invoice the owner for same incurred by the City. If the invoice is not paid, the Director shall notify the City Attorney to take such actions as shall be appropriate to seek reimbursement.

(e) Remedies nonexclusive. The remedies provided for in this Ordinance are not mutually exclusive. The Director may take any, all, or any combination of these actions against a noncompliant person.

(f) Appeal of revocation or denial of grease hauler registration. Any revocation or denial of grease hauler registration may be appealed in accordance with Section 1-19 of the City of Tampa Code. The appellate officer designated to hear these matters shall be the Administrator of Public Works & Utilities Services. The grease hauler shall have fifteen (15) days from receipt of written notice of denial or revocation of the registration to file an appeal. Failure of the grease hauler to file an appeal within the fifteen (15) day time limit shall constitute acceptance of the decision to deny or revoke the registration.

Sec. 26-311. Additional Criminal Offenses.

(a) Damage to City property. Pursuant to Section 1-21 of the City of Tampa Code, it is unlawful for any person to maliciously, willfully or negligently, break, damage, destroy, deface, tamper with, or remove any city property.

(b) Falsifying information. Any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this article, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article, shall, upon conviction, be subject to a penalty in an amount not to exceed \$500.00, or by imprisonment for not more than sixty (60) days, or by both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

Sec's. 26-312-26.320. Reserved

Section 2. That should any part of the Ordinance be declared invalid by a court of competent jurisdiction, then the remaining parts hereof shall not in any way be affected by such a determination as to the invalid part.

Section 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. That this ordinance shall take effect immediately upon becoming law.

**PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA ON
NOVEMBER 16, 2006 ORDINANCE EFFECTIVE NOVEMBER 21, 2006**

Exhibit E
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

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

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

Company: Cloud 9 Services Group LLC FID or EIN No.: 87-3507084
Address: 1201 W. Jackson St
City/State/Zip: Orlando, FL 32805

I, Curtis Walker as a representative of

Cloud 9 Services Group LLC

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 this Contract 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

Curtis Walker

President

11/9/2022

Exhibit F
Sample Work Order

EXAMPLE ONLY – DO NOT COMPLETE

1. Category:

Grease Drainage System Preventative Maintenance

2. Work Plan No.

3. Project Information

The information in this section will be completed by Authority.

A. Project Title:

B. Project Summary

i. Project Purpose:

ii. Project Description:

iii. Project Scope of Work and Deliverables:

4. Schedule and Costs

The information in this section will be completed by Company and approved by Authority prior to performing any work.

A. Project Schedule/Timeline

Insert a project schedule and a timeline that clearly outline the order for the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

B. Total Cost of Project

Provide the costs in U.S. dollars.

Expenditure	Totals
Service Cost	
Hourly Service Rate <insert job classification>	\$
Number of hours to complete project	x

Total Service Cost	\$
Reimbursable	
Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable)	\$

C. Reimbursable Costs:

Provide an explanation for all projected reimbursable costs listed in Item B above.

Company must complete work order within the agreed schedule and/or costs. Company must not exceed schedule and/or costs without the written approval of the Authority.

5. Payment Method and Schedule

Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the

Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

Cloud 9 Services Group, LLC:

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date