



HILLSBOROUGH COUNTY AVIATION AUTHORITY

OPERATION OF TAXICAB SERVICES AT TAMPA INTERNATIONAL AIRPORT CONTRACT

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority Post
Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

COMPANY: West Coast Transportation Services, Inc. dba
Yellow Cab

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
OPERATION OF TAXICAB SERVICES AT TAMPA INTERNATIONAL AIRPORT
CONTRACT

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1. INTRODUCTION

This Contract for Operation of Taxicab Services at Tampa International Airport (Contract) is made and entered into this ___ day of _____ 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 West Coast Transportation Services, Inc. dba Yellow Cab, a Florida corporation, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing Services to the Airport customers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

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

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

WHEREAS, Company agrees to operate a First-Class metered Taxicab service with an available fleet of at least 60 Taxicabs in good mechanical condition and with properly licensed Company Drivers to pick up Customers from the Airport and Main Terminal curbs; and

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

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

2. DEFINITIONS

Unless otherwise defined herein, all definitions set out in the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority will be applicable to this Contract. The following terms will have the meanings as set forth below:

2.1 Airport

Tampa International Airport.

2.2 Board

The Hillsborough County Aviation Authority Board of Directors.

2.3 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.4 Commercial Ground Transportation Facility

A building provided by Authority located in the Staging Area, which contains restrooms and break areas.

2.5 Company Drivers

An operator of a Taxicab, licensed by the appropriate regulatory agencies or commissions, who is a direct employee of Company.

2.6 Company Employees

Any direct employee of Company including Drivers and Starters, and any employee, worker and/or agent contracted by Company, to provide any service hereunder, including Independent Contracted Taxicab (ICT) drivers. All Company Employees are required to comply with the requirements outlined in this Contract.

2.7 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 Operation of Taxicab Services at Tampa International Airport, and any subsequent information submitted by Company during the evaluation process.

2.8 Contract Dates

A. Commencement Date: Company will begin providing Services on March 1, 2023.
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- B. Effective Date: The date of full execution of this Contract by the Parties.
- C. Expiration Date: This Contract terminates on September 30, 2025, unless the renewal options are exercised.

2.9 Contract Year

(a) With respect to the first year of this Contract, the period commencing on March 1, 2023 and continuing through September 30, 2023. (b) With respect to subsequent years of this Contract, the period beginning on October 1st and ending September 30th.

2.10 Customer

Any person utilizing a Taxicab to leave the Airport.

2.11 Dispatchers/Starters

Individuals employed by Company to monitor and dispatch Taxicabs for pickup of Customers.

2.12 Economy Parking Garage

The Economy Parking Garage, located south of the Main Terminal, consists of two economy garages each consisting of six parking levels and a surface lot totaling approximately 11,290 total spaces with a vehicle height limitation of eight feet (8').

2.13 Emergency Taxicab Services

Temporary Taxicab services to transport Airport passengers and the general public between the Rental Car Center, Economy Parking Garage and/or Main Terminal.

2.14 FAA

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

2.15 First-Class

A manner of operation of the Services, a standard of quality of materials and construction, and/or a standard of quality of Services that meets standards in other airports throughout the United States.

2.16 Fiscal Year

October 1st through September 30th.

2.17 General Manager

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The individual designated by Company to exclusively manage and oversee the performance of Services hereunder.

2.18 Ground Transportation Centers

The areas of the Main Terminal that have been designated for ground transportation Customer pick up as depicted on Exhibit A, Taxicab Operating Areas, which is attached hereto and incorporated herein.

2.19 Holding Areas

The designated area in the West Quad Deck of the Main Terminal as depicted on Exhibit A, Taxicab Operating Areas.

2.20 Independent Contracted Taxicab (ICT) Drivers

An operator of a Taxicab licensed by the appropriate regulatory agencies or commissions, who works with Company as an independent contractor and is not a direct employee of Company.

2.21 Initial Term

March 1, 2023 through September 30, 2023.

2.22 Loading Areas

The designated passenger loading area in the Ground Transportation Centers, Red 1 and Blue 2, as depicted on Exhibit A, Taxicab Operating Areas.

2.23 Main Terminal

The central passenger terminal building at the Airport housing passenger circulation to and from flights, parking, ground transportation, express curbs, passenger ticketing, baggage claim, and other related activities as depicted on Exhibit A, Taxicab Operating Areas.

2.24 Minimum Annual Privilege Fee (MAPF)

The minimum amount payable by Company to Authority for the Privilege Fee each Contract Year of this Contract.

2.25 Per-Trip Fee

The fee established by the Board for each Customer pickup at the Main Terminal, as may be adjusted from time to time by Board.

2.26 Privilege Fee

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The annual fee, comprised of the MAPF and Per-Trip Fee, paid by Company to Authority as consideration for the privilege of providing Services at the Airport.

2.27 Rental Car Center (RCC)

The consolidated rental car facility located south of the Main Terminal that houses the on-Airport rental car companies.

2.28 SkyConnect

A 1.4 mile automated train system that transports Airport passengers and visitors between the Rental Car Center, Economy Parking Garage and Main Terminal at the Airport.

2.29 Services

Taxicab services provided in accordance with this Contract.

2.30 South Terminal Support Area

The area located south of the Main Terminal that serves as the gateway to the Airport and consists of the Rental Car Center, Economy Parking Garage and local roadways.

2.31 Staging Area

The remote area south of the Main Terminal on Airport property designated by Authority for initial Taxicab staging as depicted on Exhibit A, Taxicab Operating Areas. Taxicabs are directed from this area to the West Quad Deck by Dispatchers/Starters.

2.32 Starter

Starters are Company Employees or subcontractors that monitor and dispatch Taxicabs for pickup of Customers upon notification by a Company Dispatcher.

2.33 Taxicab

A commercial motor vehicle properly licensed by Hillsborough County to transport Customers for a fare determined by a meter. The vehicle is less than twenty-five (25) feet in length and carries less than nine people, including the Driver.

2.34 Taxicab Operating Areas

The Loading Areas, Unloading Areas, Holding Areas and Staging Area at the Airport as further depicted on Exhibit A, Taxicab Operating Areas.

2.35 Term

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March 1, 2023 through September 30, 2025, with three, one year renewal options.

2.36 TSA

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

2.37 Transition Period

A period of not more than three (3) months following the Expiration Date of this Contract.

2.38 Unloading Areas

The designated area along the curbside on the Main Terminal Drive Red Level 2 and the Main Terminal Drive Blue Level 2 as further depicted on Exhibit A, Taxicab Operating Areas.

2.39 Vice President of Concessions and Commercial Parking

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

2.40 West Quad Deck

The area used for Taxicab staging that is connected to the Main Terminal as depicted on Exhibit A, Taxicab Operating Areas. Taxicabs are directed from this area to the Ground Transportation Centers by the Dispatcher/Starter to pick up a Customer.

3. SUMMARY OF CONTRACT PROVISIONS

The following summary is a statement of key provisions of this Contract (Summary of Contract Provisions).

3.1 Authority Address

Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, FL 33622
Attn: Airport Concessions Department

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Telephone: 813-870-8700

Fax: 813-875-6670

Address for courier delivery:

Hillsborough County Aviation Authority

SkyCenter One

5411 SkyCenter Drive, Suite 500

Tampa, FL 33607

3.2 Company Address

4413 N Hesperides St.

Tampa, FL 33614

3.3 Effective Date

Date of full execution of this Contract by the Parties.

3.4 Commencement Date

March 1, 2023

3.5 Expiration Date

September 30, 2025.

3.6 MAPF

Initial Term (March 1, 2023 – September 30, 2023): \$210,001.00

Contract Year 2 (October 1, 2023 – September 30, 2024): \$360,001.00

Contract Year 3 (October 1, 2024 – September 30, 2025): \$365,001.00

Contract Year 4 (October 1, 2025 – September 30, 2026): \$370,001.00

Contract Year 5 (October 1, 2026 – September 30, 2027): \$375,001.00

Contract Year 6 (October 1, 2027 – September 30, 2028): \$380,001.00

3.7 Other Services

Authority reserves the right to add or modify Services.

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3.8 Modifications to Summary of Contract Provisions

The Parties acknowledge and agree that provisions stated in the Summary of Contract Provisions are subject to change throughout the Term in accordance with the provisions of this Contract. The Parties agree to modify the Summary of Contract Provisions by letter executed by the Vice President of Concessions and Commercial Parking, without need for formal amendment to this Contract.

4. TERM

4.1 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.

4.2 Term

This Contract shall be effective and binding upon the Parties as of the Effective Date. The Term of this Contract begins on March 1, 2023 and ends on September 30, 2025, unless sooner terminated as herein provided.

4.3 Commencement of Fees and Charges

All fees and charges hereunder will commence on March 1, 2023 and will continue for the Term of this Contract.

4.4 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for three, one-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 September 30, 2028.

4.5 Early Termination

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

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the termination of this Contract will be effective 30 days from the date of the notice or such date set forth in the notice of termination.

5. COMPANY RIGHTS, DUTIES, AND RESTRICTIONS

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

5.1 Granting of Right and Privilege

It is hereby agreed and understood that this Contract provides for the non-exclusive right and privilege to operate a metered Taxicab service for the transportation of Customers and their baggage to and from the Airport to any destination to which Company is legally authorized to so operate, as shown on Company's permit or license issued by the appropriate regulatory agencies or commissions, copies of which permits or licenses are attached hereto as Exhibit B, Company's Permits/Licenses.

5.2 Non-Exclusive Operating Areas

Company hereby acknowledges that it is the desire of Authority to provide a First Class level of service to Customers traveling to and from the Airport. To this end, Authority grants to Company the right to pick up and deliver passengers to and from the specific Taxicab Operating Areas, which are described below and further depicted on Exhibit A, Taxicab Operating Areas. Taxicab Operating Areas may be relocated, at the sole discretion of the Authority, by letter to Company without formal amendment to this Contract.

5.2.1 Taxicab Operating Areas:

- A. Unloading Areas: Company will be entitled to unload Customers along any curbside on the departure level on either side of the Main Terminal.
- B. Loading Areas (Ground Transportation Center Red 1, Ground Transportation Center Blue 2. See Exhibit A): Company will be entitled to load Customers only in the designated Taxicab loading areas within each Ground Transportation Center on the west side of the Main Terminal as assigned to Company in accordance with this Contract.
- C. Holding Areas: Company will be entitled to utilize limited areas within the West Quad Deck of the Main Terminal as depicted on Exhibit A for Taxicab Holding Areas unless otherwise directed by Authority. Holding Areas cannot be utilized by the Company for any purpose other than providing space for holding of Taxicabs.

D. Staging Areas: Company will be entitled to utilize remote areas designated by Authority
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for Taxicab Staging Areas, as depicted in Exhibit A. Staging Areas cannot be utilized for unloading or loading of Customers.

5.3 Loitering Prohibited

Company Drivers and ICT Drivers shall promptly depart the Airport after dropping off Customers or proceed to the appropriate Staging or Holding Area. No Company Drivers or ICT Drivers shall loiter or solicit Customers and, under no circumstances, shall they circulate or drive around the Airport soliciting or searching for Customers.

5.4 Provision of Service

Company agrees that the consistent provision of First-Class Taxicab service to and from the Airport is of primary importance. Any area provided by Authority for picking up and dropping off Customers shall be used solely for such purposes. Company Employees are not permitted to solicit business at the Airport. Only Dispatchers/Starters may interact with Customers for the purpose of inquiring if a Taxicab is desired and then only at the Loading Areas on the arrival level within the Ground Transportation Centers. Company also understands and agrees that at no time will any Taxicab Operating Areas be used for vehicle storage.

5.5 Company Instruction

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

5.6 Ingress and Egress

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

5.7 Conflict in Service

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

5.8 Use of Airport

Company shall use Airport only for the purposes specified in this Contract. Gambling is prohibited on the Airport.

5.9 Signage

No signs shall be installed by Company on or about Airport unless approved by Authority. All signs determined by Authority to be needed for Services hereunder shall be provided by Authority at its sole discretion. Authority may require Company to use identifying signs or other indicators when operating at Airport. The size, design, and graphic character of such signs shall be determined by Authority, at its sole discretion.

5.10 Vehicle Maintenance

No vehicle repairs or maintenance shall be performed on the Airport except emergency repairs. Limited cleaning is allowable in the Staging Area or Holding Area only.

5.11 Changes to Airport

Company acknowledges and agrees that: (a) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and other designated areas; and (b) Authority has made no representations, warranties and/or covenants to Company regarding the design, construction, customer or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing. Company acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other modifications; and (b) Authority may from time to time adopt Rules and Regulations relating to security or other operational matters that may affect Company's business.

5.12 Automatic Vehicle Identification (AVI) System Transponders

Authority or its subcontractor will distribute transponders for its AVI system. Transponders will be mounted on the inside lower left corner of the front windshield of each Taxicab which services the Airport. Company shall not tamper with or remove said transponders unless approved by and coordinated with Authority. Furthermore, Company shall not employ any method to circumnavigate the established AVI system or Authority AVI procedures. Violations of this Section may result in an Event of Default as provided for in Article 14, Default, Remedies, and Termination Rights, below.

6. STANDARDS OF SERVICE

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

6.1 Taxicab Equipment

A. Within thirty (30) calendar days after execution of this Contract, Company agrees to
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make available, at all times herein, a minimum of sixty (60) operable Taxicabs to provide the Services required by this Contract. Company will add such additional Taxicabs as shall be required to provide to the public an adequate level of Taxicab service from the Airport, such adequacy to be determined solely by Authority.

- B. All of Company's Taxicabs used at the Airport must meet the following requirements:
1. All vehicles must have a valid permit to be in operation;
 2. Each vehicle must pass an inspection and be certified by an Automotive Service Excellence (ASE) certified mechanic or commercial auto repair facility licensed by the State of Florida annually;
 3. All vehicles must be structurally sound and be maintained in proper operating condition at all times;
 4. All Taxicabs, handicabs, and vans are required to prominently display the certificate holder's name on the exterior of the vehicle;
 5. All vehicles must be kept clean, sanitary, and free from damage;
 6. Any vehicle exceeding ten (10) model years on December 31 of any Contract Year shall obtain an additional annual inspection of interior restraint and safety equipment;
 7. All vehicles must display two (2) Hillsborough County permit stickers: one on the bottom corner of the rear window on the driver's side and the other on the bottom corner of the front windshield on the passenger side; and
 8. All vehicles are subject to inspection at any time by the Authority.
- To see a full list of requirements, see Exhibit D, Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-583 Vehicle Permit Requirements.
- C. All of Company's Taxicabs used at the Airport shall comply with the certification and permit requirements of all appropriate regulatory agencies or commissions. It is understood that Authority shall, at all reasonable times, have the right to inspect Company's Taxicabs and Company Employees for such compliance, report violations to the proper officials, and refuse to allow a violating Taxicab to operate at the Airport pursuant to this Contract.
- D. Taxicabs used at the Airport must be clean and well maintained and meet all of the following specifications:
1. Comfortable climate control, air conditioning/heater.
 2. Interior: no rips, holes, clutter or unpleasant odors.
 3. Seats: sit properly, good springs, no sags, no rips.

4. Exterior: good paint (unfaded paint), no dents, broken trim or lights, or unacceptable lettering or advertising.
 5. Trunk: clean with ample room for luggage.
 6. No excessive fluid leaks.
 7. Identified with trade dress of Company, as approved by Authority.
- E. Taxicabs may be inspected by Company for safety at the request of Authority, in addition to required inspection of appropriate regulatory agencies or commissions, for all of the following:
1. Brakes
 2. Tires
 3. Steering
 4. Suspension
 5. Lights
 6. Exhaust
 7. Air conditioning/heater
- F. Company will further enhance Customer service as follows:
1. Taxicabs will have the vehicle number, driver name, and driver photograph prominently displayed within the interior of the Taxicab for Customers to see.
 2. Taxicabs will have decals and/or stickers with contact information such as Company's phone number, website, social media sites, and text address, at which Customer may file compliments, complaints, and concerns about Company Drivers and service. Decals and/or stickers will appear both inside and outside of the Taxicab.
 3. Taxicabs will have functioning systems for acceptance of credit and debit cards and will have decals inside the Taxicab stating "credit and debit cards accepted".

6.2 Type of Operation

- A. Company shall provide all Services under this Contract in a First Class manner to all Customers of the Airport.
- B. Taxicabs shall be available to meet every arriving flight.
- C. Company shall provide for the prompt dispatch of Customers in a reasonable and timely manner regardless of the desired destination of such Customers. All Customers will be loaded on a first come, first served basis. No Customer shall be bypassed in favor of another.
- D. Company shall not consolidate Customers in Taxicabs unless at the Customers' express request. In no event shall the dispatch of Taxicabs require more than three minutes after

the first Customer has been loaded.

- E. The location and number of Loading Areas and Staging Area may be changed from time to time by Authority as long as such change does not unreasonably interfere with Company's obligations hereunder.
- F. Dispatcher/Starter coverage shall be scheduled through the last scheduled flight arrival and extended as needed up to one hour to include late flights unless approved in advance by Authority.
- G. Company shall ensure its ability to provide wheelchair accessible transportation in accordance with the Americans with Disabilities Act (ADA). The provision of such service shall be equivalent to Company's service provided to other Customers with respect to response time, fare structure, and service hours.
- H. If deemed necessary by Authority, Authority shall inform Company, in writing, of any reasonable change, modification or improvement in Services. If such change, modification or improvement in Services is not made by Company in accordance with the terms and conditions of such request within thirty (30) calendar days after said notice by Authority, Authority may declare a breach of contract and any Contract Security shall be forfeited to Authority; provided, however, if the nature of the change, modification or improvement is such that it cannot be completed within thirty (30) calendar days, Company shall notify Authority in writing to request any extension of said thirty (30) calendar day period with explanation of why it cannot comply with Authority request for such change, modification or improvement.
- I. Company shall meet all reasonable demands for Taxicab service from Customers at the Main Terminal. Company Drivers and ICT Drivers shall not refuse Customers due to the length of the trip or location of the destination.
- J. Company Drivers and ICT Drivers shall not interfere with pedestrian or vehicular traffic on the curbsides or confront drivers of private vehicles.
- K. Company Drivers and ICT Drivers will bypass unoccupied Taxicabs in the Staging Area if those Taxicabs do not respond immediately to a call up.

6.3 Rates

- A. Company agrees that the procedures shall apply with respect to Taxicab trips originating at the Main Terminal or with respect to trips terminating at the Main Terminal.
 - 1) Company shall post the authorized rates in a conspicuous place inside the Taxicab. Said rates shall be the authorized meter or flat rates and extra service charges as determined by the appropriate regulatory agencies or commissions, as may be revised from time to time. It is further understood and agreed that Company shall not be entitled to add any other surcharge to the rates, fares or charges, other than Per-Trip Fees, of Customers picked up from the Airport, and Company shall charge only the rates and fees authorized by the appropriate regulatory agencies or commissions.

- 2) Company shall be permitted to enter into arrangements with any airline that serves the Airport to transport passengers to various destinations due to flight cancellations occasioned by mechanical conditions or weather; provided, however, that such arrangements for such transportation and payments with respect thereto shall be with such airline and not the passengers.
- 3) Company may contract with any airline serving the Airport for non-exclusive baggage delivery service from the Airport.

6.4 Company Employees

- A. To serve the Airport, Company Employees must meet the following Authority standards, unless otherwise directed by the Authority, which are subject to change from time to time at the Authority's sole discretion.
- B. Company Drivers, Starters and ICT Drivers must:
 1. Be able to verbally communicate effectively in English.
 2. Complete customer service training as follows:
 - a. Attend initial customer service training provided by Authority; and
 - b. Attend annual recurrent customer service training provided by the Company. Attendance will be verified by Authority.
 3. Interact with Customers as follows:
 - a. Greet and welcome each Customer;
 - b. Assist with loading and unloading luggage;
 - c. Open vehicle door(s) for each Customer; and
 - d. Thank each Customer for their business.
 4. Maintain good personal hygiene, grooming and cleanliness acceptable to Authority including, but not limited to:
 - a. No offensive body odor;
 - b. Clean face, hands, and arms; and
 - c. Clean hair, combed and maintained.
 5. Be properly attired as follows:
 - a. Wear shirt/blouse with collar and Company logo – cleaned daily, no stains, tears, or holes;
 - b. Slacks/Trousers (no shorts) must be neat, clean, no stains, tears, or holes;
 - c. Wear closed-toe shoes – sandals, flipflops, or opened-toe shoes are not permitted;

- d. Clothing must be worn properly; slacks belted at the waist, shirts buttoned, and shirt tails tucked into pants at the waistline; and
 - e. Wear coats, as needed for weather, that are neat and clean without stains, tears, or holes.
- 6. Use proper language. No profanity, obscenities, or slurs.
 - 7. No loud or boisterous activity.
- C. Company Drivers and ICT Drivers only must:
- 1. Be properly licensed and approved by Hillsborough County as further described in Exhibit E, Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-585 Public Vehicle Driver’s License (PVDL);
 - 2. Have one year experience driving a Taxicab in Hillsborough County.
- D. Company will be solely responsible for the conduct and performance of all Company Employees assigned to the Airport to ensure the highest standard of service to the public. The performance of such obligation will be determined at the sole discretion of Authority. Company will immediately, upon verbal or written notification by the Authority, remove from Airport service any Company Employee who participates in acts of misconduct or fails to meet the standards set forth herein. Violations of any operational requirements, including but not limited to, all such requirements listed or implied in this Contract or subsequent Authority or Company directives, by Company Drivers and/or ICT Drivers could result in suspension of privilege to operate at the Airport for the individual(s). Serious violations, such as loading in unauthorized areas, or recurring violations may result in permanent loss of an individual’s privilege to operate at the Airport.
- E. Company Drivers and ICT Drivers will remain with their Taxicabs while stopped in any Loading Area or Holding Area and are also prohibited from loitering or gathering in the Main Terminal for any purpose whatsoever when in uniform or while on duty. Notwithstanding the foregoing, Company Drivers and ICT Drivers may leave their taxicabs to assist Customers with baggage to the departure level entrance doors if a skycap is not available, but only to the extent permitted by Authority. Company Drivers and ICT Drivers may also leave their Taxicabs to assist Customers at the Loading Area in entering the Taxicab and loading their baggage into the Taxicab.

6.5 Management and Supervision

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

6.6 Complaints

In the event of a complaint presented to Authority concerning the Services provided hereunder by Company or any Company Employee or other representative of Company, whether written or
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oral, Authority shall immediately refer said complaint to Company for response. Company shall investigate the complaint and provide a concise, written response to Authority or to the complainant with copy to Authority, as directed by Authority, within 48 hours of Company's receipt of complaint from Authority.

6.7 Performance Audits

Authority may randomly inspect the Services provided by Company under this Contract.

6.8 Authority's Contact Person

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

6.9 Company's General Manager

Company has designated Louis Minardi as the individual to be responsible for the overall Services (General Manager). The General Manager will be responsible for ensuring that all Services comply with this Contract and will be Company's primary contact for all Services under this Contract.

Company must not remove such General Manager 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 General Manager being replaced. Company will not make any personnel changes of the General Manager until written notice is made to and approved by Authority's Vice President of Concessions and Commercial Parking or designee.

7. EMERGENCY TAXICAB SERVICES

- A. Company may be requested by Authority to provide, operate and manage Emergency Taxicab Services to Airport Customers and the general public traveling between the Rental Car Center, Economy Parking Garage and the Main Terminal. Authority does not guarantee the Emergency Taxicab Services will be requested. Emergency Taxicab Services will only be requested if there is an Airport determined emergency.
- B. Emergency Taxicab Services will include, but not be limited to, the following:
 - 1. Response Time: Company must have the Emergency Taxicab Services at the Airport as soon as possible as directed by the Authority.
 - 2. Taxicabs: Taxicabs must meet the equipment requirements stated in Section 6.1 above.

3. Company and ICT Drivers:
 - i. The number of Company and ICT Drivers must be sufficient to operate the required number of Taxicabs.
 - ii. Company and ICT Drivers must meet the requirements for Company Drivers as stated in Section 6.4, above.
- C. Termination of Emergency Taxicab Services: An Authority designated representative will notify Company via phone or email when Emergency Taxicab Services are no longer required.
- D. Reporting: Within seven (7) calendar days following the termination of Emergency Taxicab Services, Company will submit a report to Authority detailing the number of Taxicabs used, the Taxicab numbers, and the number of trips, passengers and hours.
- E. This Article may be amended by Authority's Vice President of Concessions and Commercial Parking by written letter to Company, without the need for formal amendment to this Contract.

7.1 Emergency Taxicab Services Hourly Rate

Taxicabs used to provide Emergency Taxicab Services will be paid at a rate of \$40.00 per hour. A two (2) hour minimum will be incorporated for each Taxicab called to provide Emergency Taxicab Services. Per-Trip Fees will be waived for each Taxicab used for Emergency Taxicab Services.

8. FEES, REPORTING, AND ACCOUNTING RECORDS

8.1 Privilege Fee

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

A. MAPF

Company's MAPF for the Term, including renewal options, is Two Million Sixty Thousand and Six dollars (\$2,060,006.00). The MAPF begins on the Commencement Date and continues through the end of the Term of this Contract, including renewal options. Company's MAPF will be pro-rated to include any period of time from the Commencement Date to the end of Term, including any renewal option, that exceeds twelve (12) months.

*Note: The MAPF for the first Contract Year will be pro-rated to include the first day following the Commencement Date and will continue through the end of the first Contract Year.

B. Annual Adjustment

Beginning with the second Contract Year and for each Contract Year thereafter, the MAPF will be the maximum of eighty-five percent (85%) of the Privilege Fee payable by Company to Authority for the previous year or the MAPF for the first Contract Year.

C. Per-Trip Fee

Company acknowledges Authority has an AVI system which provides Authority the ability to charge vehicle Per-Trip Fees. During the Term of this Contract and continuing thereafter, Company will pay to Authority a \$5.00 Per-Trip Fee each time Company picks up a Customer at the Main Terminal, without offset or demand. Per-Trip Fees may be adjusted from time to time by Authority Board.

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

8.2 Payment of Privilege Fee or Per-Trip Fee

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

8.3 Fees and Other Payments a Separate Covenant

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

8.4 Failure to Make Timely Payments

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of fees or charges hereunder or rightly due and owing by an audit of Company's books and records as provided in the Authority Right to Perform Audits, Inspections, or Attestation Engagements Article below, and in the event Company is delinquent in paying to Authority any such fees or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Company a penalty of \$250 per day, for each day Company is late submitting payment.

In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

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

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

Notwithstanding other provisions of this Contract, and without limiting the other provisions of this Contract concerning, among other things, events deemed to constitute a default of Company, Authority may, in Authority reasonably exercised discretion, terminate this Contract upon written notice to Company if (i) there are recurring instances in which Company's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Company fails to maintain adequate records and accounts reflecting its business operations under this Contract; or (iii) Company fails or refuses to submit the formal supporting paperwork as required herein.

8.5 Misrepresentation

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

8.6 Payment Method and Statement Filing

Company will submit all payments of Privilege Fee and all other fees and charges by Automated Clearing House electronic transfers.

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8.7 Form of Payment

All payments due under this Contract shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Contract or otherwise.

8.8 Claim for Payment

- A. Any claim for payment for changes in the Services that is not covered by written 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 Services unless such revised Services are 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.
- B. Changes in the 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.

8.9 Right to Carry Out the Services

If Company defaults or neglects to carry out the 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.

9. ACCOUNTING, RECORDS, AND AUDIT

9.1 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, and research related to this Contract. Company will not destroy any records related to this Contract without the

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express written permission of the Authority.

9.2 Annual Certified Statement

Within ninety (90) calendar days after the end of each Contract Year during the Term of this Contract, Company will provide, at its sole cost and expense, an Annual Certified Statement (Statement) of Taxicab trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees paid to Authority. At no time will there be any downward adjustment of the Privilege Fees paid as a result of the Statement. The Statement will be signed by an officer of Company acknowledging the authenticity of the reports generated by Company's dispatching and tracking systems. The Statement will include a schedule of Taxicab trips originating at the Airport based on Company's dispatching and tracking systems and Privilege Fees for each month of operations in the Contract Year. Each subsequent Statement will cover the successive twelve (12) month period. The last such Statement required under this Contract will include the last day of operations. A \$100.00 per calendar day penalty may be assessed by Authority for every day the Statement is late.

9.3 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.

10. TAXES

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Staging Area or Holding Area, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. Company will pay any other taxes, fees, or assessments against Staging Area or Holding Area or leasehold estate created herein. Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within thirty (30) days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

11. IMPROVEMENTS AND ALTERATIONS BY COMPANY

11.1 Structural Alterations

Company will make no structural alterations to the Staging Area or Holding Area without the prior written consent of the Authority.

11.2 Alterations and Improvements to Airport

Company acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Airport may temporarily affect Company's operations hereunder. Company agrees to accommodate the Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to the Authority or any indemnified party by reason of such inconvenience or impairment.

11.3 Removal and Demolition

Company and its subcontractors will not remove or demolish, in whole or in part, any improvements in the Staging Area or Holding Area without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

11.4 Approvals Extended to Architectural and Aesthetic Matters

Approval of the Authority to any improvements to the Staging Area or Holding Area will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Company and to require the Company to resubmit any such layouts or proposals at the Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.

11.5 Display Locations

The Company will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Staging Area or Holding Area without the prior written approval of the Authority. The Company's displays that are in place on the Effective Date are hereby approved by the Authority.

11.6 Company Improvements

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time the Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Staging Area or Holding Area. In the event that the Company requests to perform any construction on or modification or alterations to the

Staging Area or Holding Area, the Company will request the Tenant Work Permit from the Authority. The Company will make no improvements or alterations whatsoever to the common use areas. The Company will make no improvements or alterations whatsoever to the Staging Area or Holding Area without the prior written approval of the Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within thirty (30) days after receipt by the Authority of the Company's plans and specifications for any construction on or modification or alterations to the Staging Area or Holding Area, the Authority will inform the Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

11.7 Conditions

If the Company's request for approval to make improvements or alterations is granted by the Authority, the following conditions will apply:

- A. The Company will obtain at the Company's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other applicable laws of all appropriate government authorities.
- B. The Company agrees that all construction will conform to the Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with the Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. The Company agrees to hire only licensed contractors and subcontractors.
- D. The Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by the Airline or were required by the Authority or any other governmental authority.
- E. The Company agrees to be solely responsible for any damage as a result to its operations at the Airport.

11.8 Completion of Improvements

Within ninety (90) days of completion of any construction herein permitted, the Company will cause to be prepared and delivered to the Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-built plans, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with the Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

12. PERMITS AND LICENSES

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Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

13. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, Company Employees and/or Company subcontractors under this Contract. All Services furnished by Company, Company employees and/or Company 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.

14. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

14.1 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. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this 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 thirty (30) days of receipt by Company of Authority written notice to cease said business or acts (which 30 day notice and cure period shall also satisfy the 30-day notice requirement of the Authority Remedies section below).
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under

any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

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

14.2 Authority Remedies

- A. In the event of any of the foregoing events of default of Company, 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:
 - 1. 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
 - 2. Treat this Contract as remaining in existence, and cure 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 eighteen percent (18%) per annum or to the maximum extent permitted by law; or
 - 3. Declare this Contract to be terminated, ended, null and void.
- B. Company will not be entitled to any damages or remedies for wrongful termination under this Contract by Authority.
- C. 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 delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this 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 Agreement or provided by

law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

14.3 Company's Remedies

- A. Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of 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.
- B. 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 Article 4 - Term, Section 4.5, Early Termination.

14.4 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.

15. 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 Company, 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 Company, 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 Company, 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 Company, 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 Articles A - H or any part of Articles A – H are deemed to conflict in any way

with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

16. 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.

16.1 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.

16.2 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 Staging Area or Holding Area 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 30 37 10 01.

	<u>Contract Specific</u>
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

16.3 Workers' Compensation and Employer's Liability Insurance

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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

16.4 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	Same limit required by Hillsborough County County Tax Collector or other governing agency
	\$125,000 per person
	\$250,000 per accident
	\$50,000 in property damages

16.5 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.

16.6 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.

16.7 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

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Authority could be held liable for injury or damages.

16.8 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.

17. TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the operations of the Contract, either by itself or through others, by reason of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the personnel necessary to keep the Services open for public patronage.

18. SECURITY FOR PERFORMANCE

18.1 Form of Security Deposit

Company will provide Authority, on or before the Commencement Date of this Contract, with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' fees and charges, payable by Company under this Contract, to guarantee the faithful performance by Company of its obligations under this Contract and the payment of all fees and charges due hereunder or five thousand (\$5,000), whichever is greater (Contract Security). Such Contract Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Contract Security is for a period less than the full period required hereunder or if such Contract Security is canceled. Company will provide a renewal or replacement Contract Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Any such bond that is used as Contract Security herein shall require notice by surety to Authority at least sixty (60) days prior to any cancellation thereof. The Authority will review the Contract Security at the end of each Contract Year and may request an increase in the Contract Security.

In the event Authority is required to draw down or collect against Company's Contract Security for any reason. Company will, within ten business days after Authority written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to the original amount payable by Company pursuant

to this Article.

If Company fails to obtain and keep in force such Contract Security required hereunder, such failure will be grounds for immediate termination of this Contract. Authority rights under this Article will be in addition to all other rights and remedies provided to Authority under this Contract.

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

18.2 Application of Security Deposit

In the event Company fails to perform the payment terms and conditions of this Contract, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Company's obligations under this Contract. In such an event, within five days after notice, Company will restore the Security Deposit to its original amount. Authority will not be required to pay Company any interest on the Security Deposit.

18.3 Release of Security Deposit

The release of the Security Deposit will be subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Company's audit or has successfully conducted an audit in accordance with the provisions of the Authority Right to Perform Audits, Inspections, or Attestation Engagement Article of this Contract. Authority shall release the Security Deposit without interest within 30 days of meeting the above requirements.

19. NON-DISCRIMINATION

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

1. 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 (Regulations), which are incorporated herein by reference and made a part of this Contract.
2. 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).
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

20. AIRPORT CONCESSION DISADVANTAGED BUSINESS

20.1 Authority Policy

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

20.2 Non-Discrimination and Assurance Requirements

- 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 49 CFR Part 23 in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. This Contract is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does 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 any 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.

20.3 ACDBE Participation and Compliance

- A. ACDBE Goal. Pursuant to 49 CFR Part 23 and Authority ACDBE, Company agrees that it will provide for a level of ACDBE participation in this Contract equal to or greater than 1) 5% of the total number of active weekly Taxicabs utilized at the Airport and/or 2) at least 50% of Starter services, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Company will contract with those ACDBEs as identified by Company and approved by Authority, or such other ACDBEs certified with the Florida Unified Certification Program as may be approved by Authority. Company is required to make good faith efforts to explore all available options to meet the ACDBE Goal to the maximum extent practicable through direct ownership arrangements with ACDBEs.
- B. ACDBE Termination and Substitution. Company will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE is terminated by Company with Authority consent or, if an ACDBE fails to complete its work on this Contract for any reason, Company must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- C. Monitoring. Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three (3) years following the termination of this Contract. The extent of ACDBE 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 ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

21. AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Company 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.

22. DISPUTE RESOLUTION

22.1 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.

22.2 Resolution of Claims and Disputes

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

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waived in writing by Authority.

1. 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 also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
 2. 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 also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- B. 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.
- C. 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.
1. 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.
 2. 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.

23. NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within

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the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

24. 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.

25. 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.

26. PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Company provides Services. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, 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 to any terms or conditions imposed upon the Airport by any other governmental entity.

27. 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.

1. Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:
2. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
3. 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.
4. 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.
5. 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.

28. DATA SECURITY

- A. Company will establish and maintain reasonable safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of performing under this Contract. Company will not attempt to access and will not allow its personnel access to. Authority data or third-party data that is not required for the performance of this Contract by such personnel.
- B. Company and its employees, vendors, subcontractors, and sub-consultants will adhere to

and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data. Company will promptly:

1. Notify Authority of such breach or potential breach; and
2. If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach. Company will investigate and cure the breach or potential breach.

29. SURRENDER

Company will surrender up and deliver the Staging Area or Holding Area to Authority upon the conclusion of the Term in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Contract, Company will immediately remove all of its personal property from the Staging Area or Holding Area and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of this Contract, Authority will have a lien for such rent upon any property found upon the Staging Area or Holding Area or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Staging Area or Holding Area or common use areas without written approval of Authority.

30. 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.

31. 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

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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

SKYCENTER ONE

5411 SKYCENTER DRIVE

SUITE 500

TAMPA, FLORIDA 33607-1470

ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

WEST COAST TRANSPORTATION SERVICES, INC. DBA YELLOW CAB

4413 N HESPERIDES ST

TAMPA, FL 33614

OR

(HAND DELIVERY)

WEST COAST TRANSPORTATION SERVICES, INC. DBA YELLOW CAB

4413 N HESPERIDES ST

TAMPA, FL 33614

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.

32. RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

33. RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Staging Area and Holding Area, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions in the Staging Area and Holding Area to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Staging Area and Holding Area which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

34. 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.

35. 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.

36. 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.

37. 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.

38. SCRUTINIZED COMPANIES

Company is required to complete Exhibit C, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit C 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.

39. 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.

40. FEDERAL RIGHT TO RECLAIM

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

41. PROPERTY DAMAGE

41.1 Partial Damage

In the event all or a portion of the Staging Area or Holding Area are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Company will give Authority immediate notice thereof, and Authority will make the

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repairs within a reasonable period of time, at its own cost and expense.

41.2 Extensive Damage

In the event damages as referenced in Paragraph A above are so extensive as to render all or a significant portion of the Staging Area or Holding Area unusable, but capable of being repaired as determined in Authority sole discretion within one hundred twenty (120) days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

41.3 Complete Destruction

In the event the Staging Area or Holding Area are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Staging Area or Holding Area unusable and the Staging Area or Holding Area cannot be repaired as determined in Authority sole discretion within one hundred twenty (120) days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct said Staging Area or Holding Area. In the event Authority elects not to repair, replace, or reconstruct said Staging Area or Holding Area, Authority will not be required to grant alternative areas and this Contract and the obligations of the Parties hereunder will terminate.

41.4 Alternate Space

While Authority makes repairs to the Staging Area or Holding Area in accordance with the terms of this Article, Authority will make reasonable efforts to provide Company with alternate areas acceptable to Company to continue its operation.

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

42. DAMAGING ACTIVITIES

- A. No goods or materials will be kept, stored, or used in or on the Staging Area or Holding Area that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Staging Area or Holding Area. Nothing will be done on the Staging Area or Holding Area other than as provided in this Contract that will increase the rate of or suspend the insurance on the

Staging Area or Holding Area or on any structure of the Authority. No machinery or apparatus will be used or operated on the Staging Area or Holding Area that will damage the Staging Area or Holding Area or adjacent areas; provided, however, that nothing in this Article will preclude Company from bringing or using on or about the Staging Area or Holding Area, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Company's business under this Contract.

B. The term "Hazardous" will mean:

1. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
2. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
3. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
4. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
5. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or
6. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

43. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

44. NON-DISCLOSURE

- A. All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

- B. The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.
- C. Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.
- D. Company agrees that any disclosure of the Information by Company's Employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.
- E. The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

45. WAIVERS

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 Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

46. RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement will
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be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

47. 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.

48. AIRPORT SECURITY

Company, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of the invoice or written notice.

49. 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.

50. 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.

51. 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.

52. SEVERABILITY

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

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

54. SIGNATURES

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54.1 Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

54.2 Counterparts

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.

55. PUBLIC ENTITY CRIME

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

56. 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.

57. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

No goods, merchandise or material will be kept or stored by Company at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.

Company assures that all materials, equipment, and all other items used in the performance of this Contract are in compliance with Occupational Safety and Health Administration (OSHA).

58. MISCELLANEOUS

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

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59. 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.

60. ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2022.

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

Tampa International Airport
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West Coast TRANSPORTATION

WEST COAST TRANSPORTATION SERVICES, INC.
DBA YELLOW CAB

Signed in the Presence of:

BY:

JFW
Witness

[Signature]
Signature

Jennifer Williams
Printed Name

PRESIDENT
Title

Victoria Knight
Witness

LOUIS MINARDI
Printed Name

VICTORIA KNIGHT
Printed Name

4413 N. HESPERIDES ST
Printed Address

TAMPA, FL 33614
City/State/Zip

WEST COAST TRANSPORTATION SERVICES, INC. DBA YELLOW CAB

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of NOVEMBER 2022, by LOUIS A. MINARDI, JR as

PRESIDENT (Name of person)
(type of authority) for West Coast Transportation Services, Inc. dba Yellow Cab.
(name of party on behalf of whom contract was executed)



[Signature]
Signature of Notary
BRENDAN SEAN LOVE
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced
DRIVERS LICENSE

Tampa International Airport
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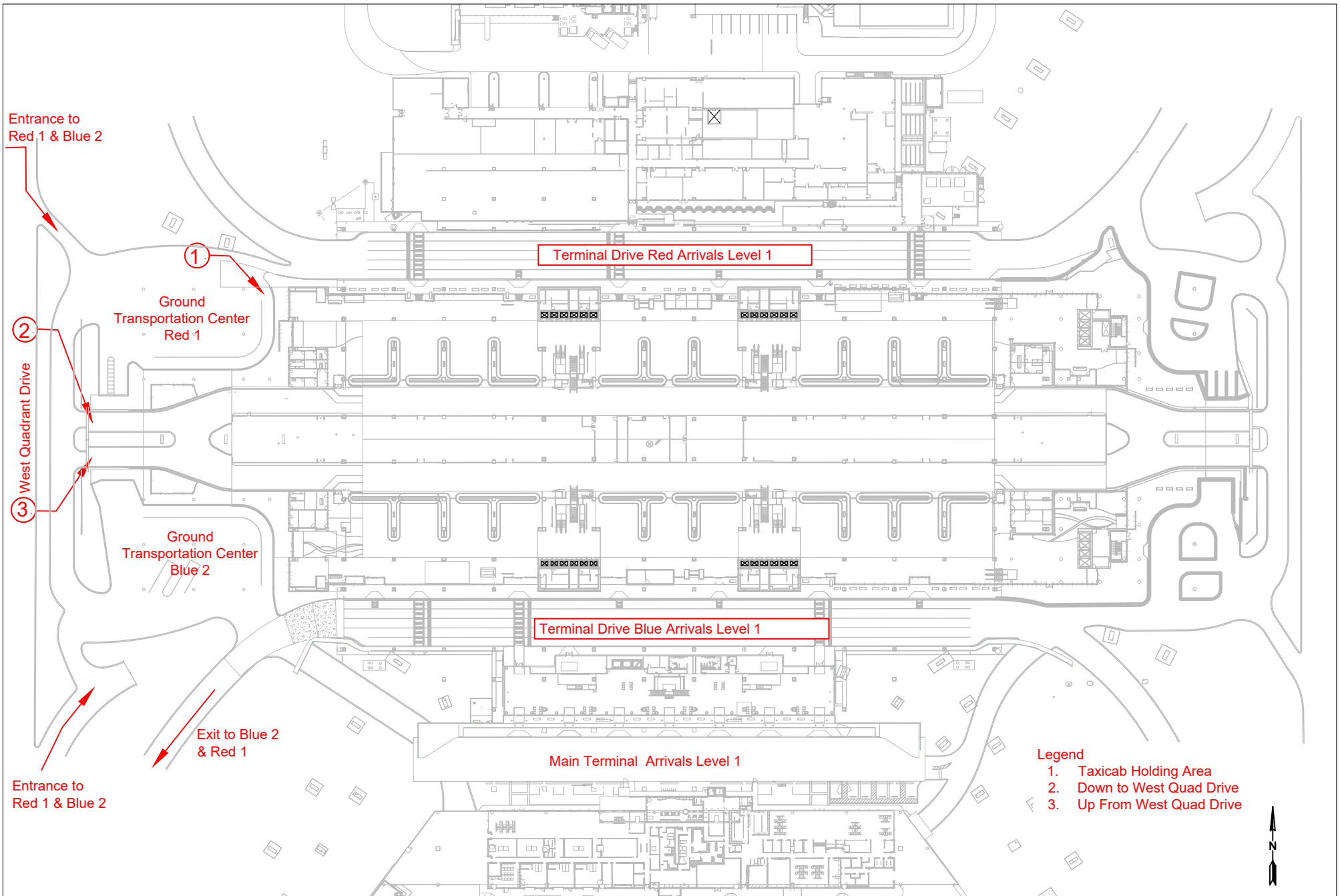


EXHIBIT A
Taxicab Operating Areas

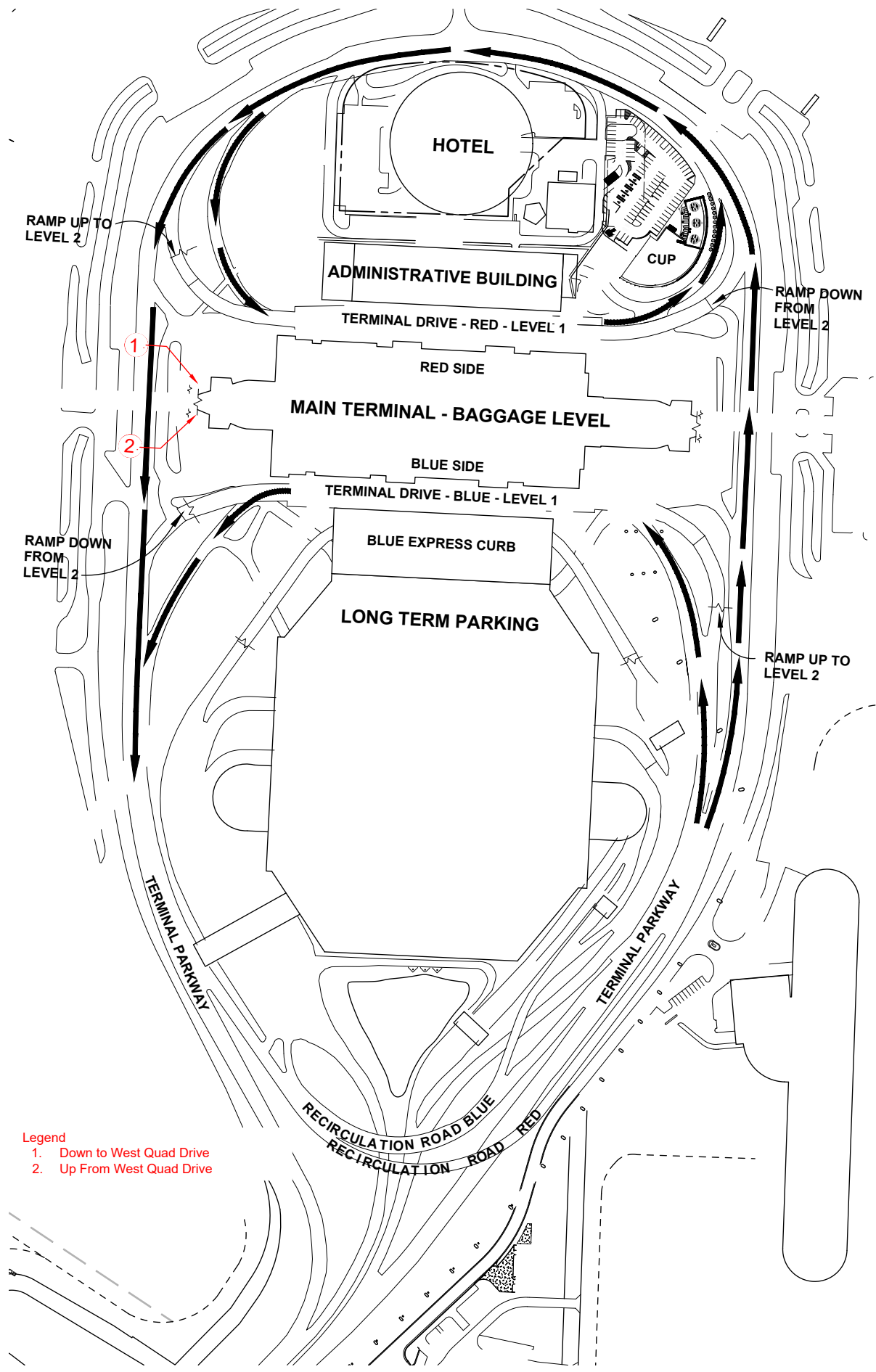


EXHIBIT A
Taxicab Operating Areas

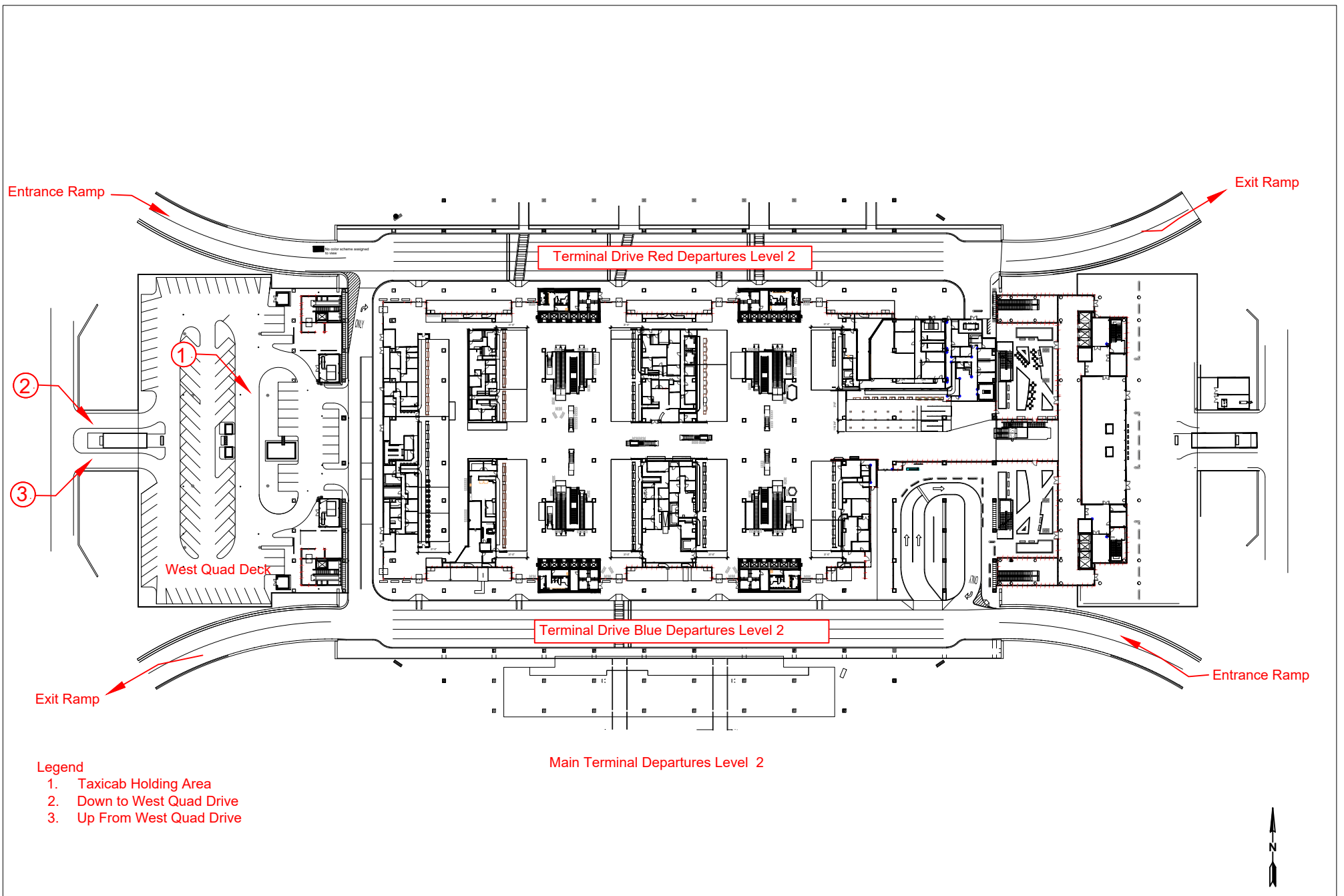
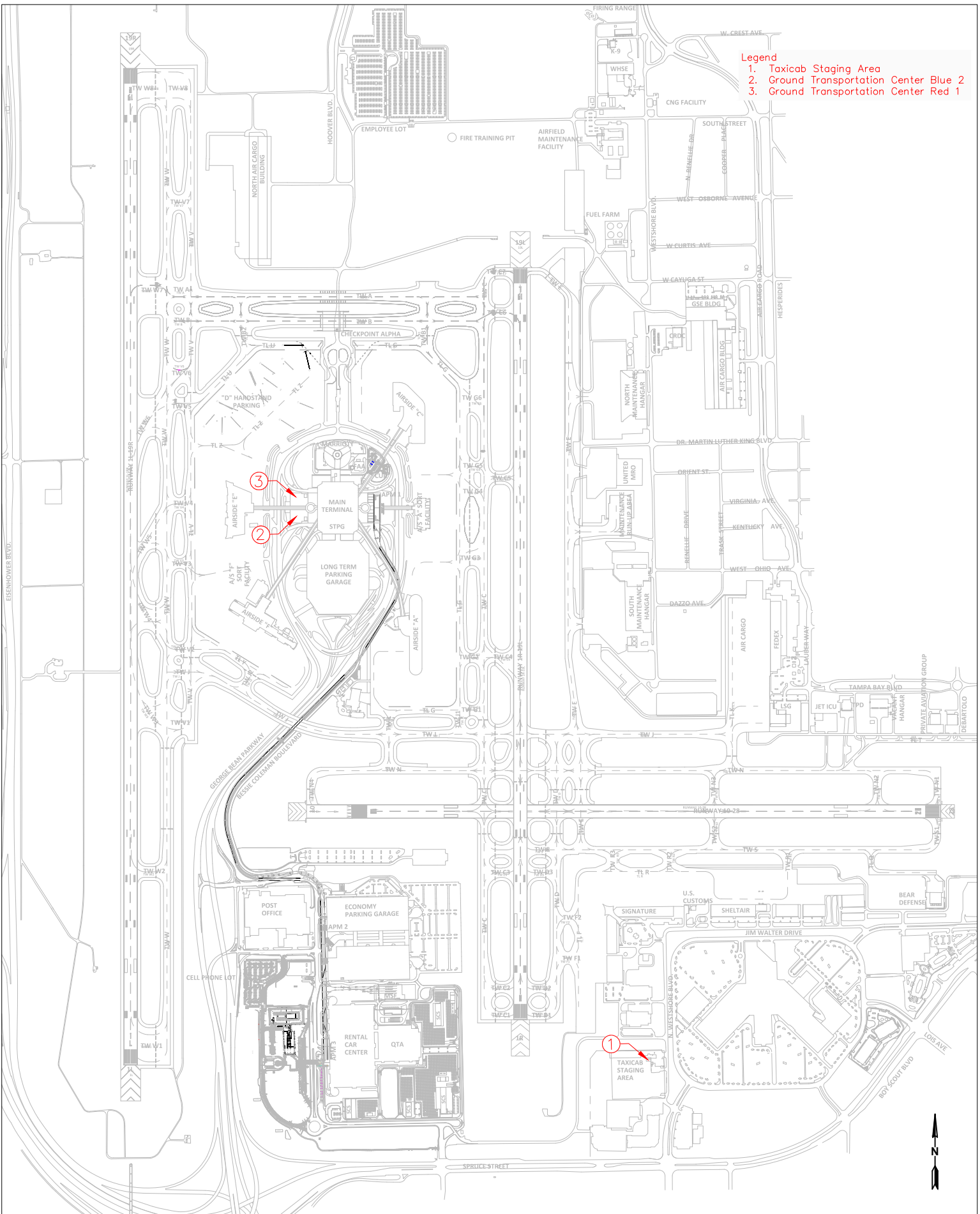
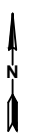


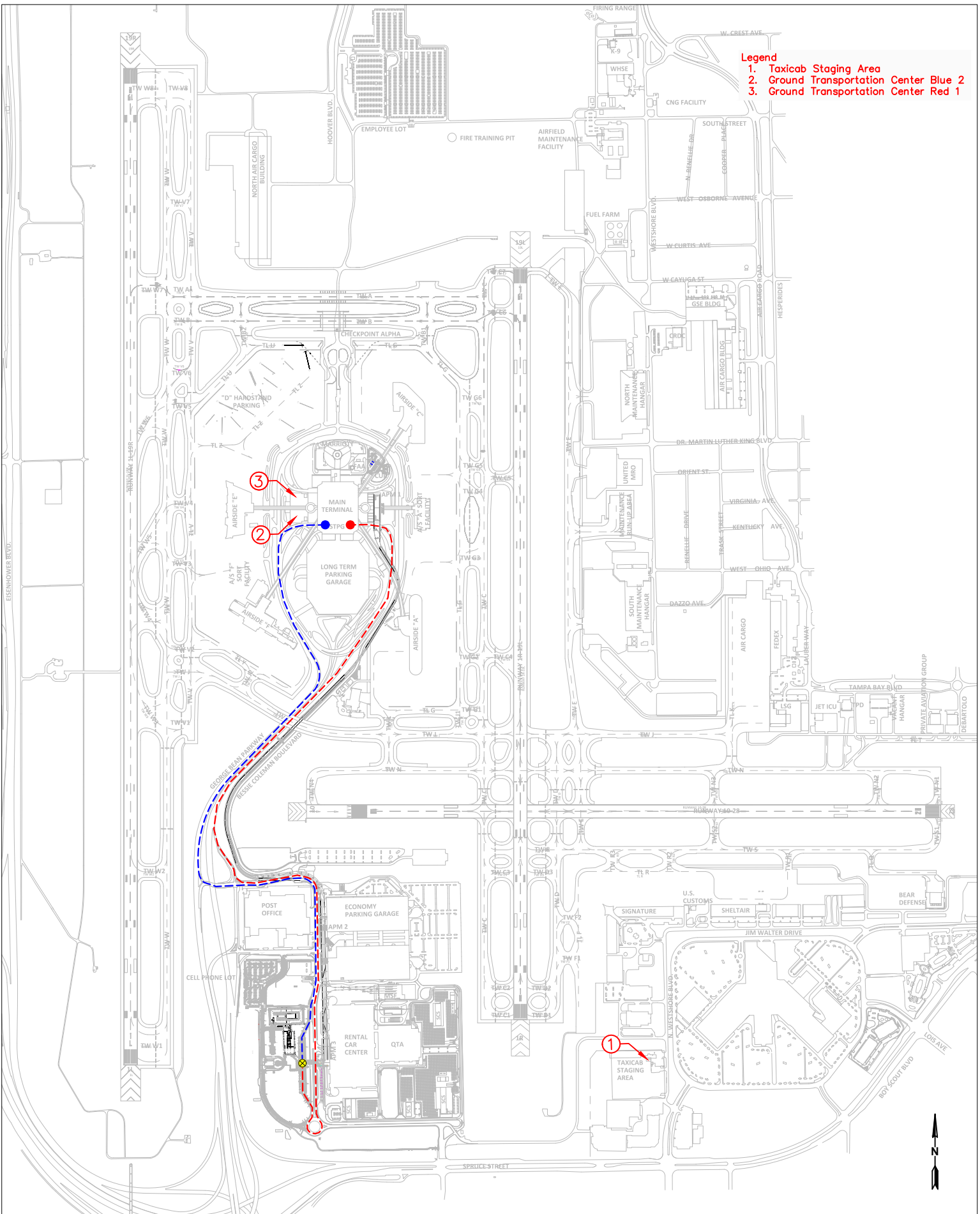
EXHIBIT A
Taxicab Operating Areas



- Legend**
- 1. Taxicab Staging Area
 - 2. Ground Transportation Center Blue 2
 - 3. Ground Transportation Center Red 1

EXHIBIT A
Taxicab Operating Areas





Legend
 1. Taxicab Staging Area
 2. Ground Transportation Center Blue 2
 3. Ground Transportation Center Red 1

EXHIBIT KEY
 - - - - - Inbound Driving Route to Main Terminal
 - - - - - Outbound Driving Route to Bus & Taxi Staging
 ⊗ Bus & Taxi Staging Area
 ● Drop Off - Blue Departures
 ● Pick Up - Blue Departures

EXHIBIT A
Taxicab Operating Areas





Hillsborough County Tax Collector

DOES HEREBY GRANT A

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

TO

WEST COAST TRANSPORTATION SERVICES

LOUIS MINARDI4413 N. HESPERIDESTAMPA, FL 33614

FOR

Certificate Holder VHC

Nancy C. Millan
Tax Collector

DATE ISSUED: 10/01/2022

DATE EXPIRES: 09/30/2023

Dale M. Hoffman
Director

CERTIFICATE NUMBER: CH.VHC.02030

**See Attached List of Current and Active
Hillsborough County Permits Issued to
Respondent**

(154 Permits as of 10/25/22)

12 HCPTC - Vehicle Permit Numbers for CH.VHC.02030
 WEST COAST TRANSPORTATION SERVICES - 10/25/2022

Phone	Permit Number	Vehicle	Vehicle Eff Date	Vehicle Exp Date	Vehicle Number	Status	Vin Number	Tag Number	Make	Model	Year
(813) 917-1444	PE.TX.08908	VE.TX.14214	10/01/2021	09/30/2023	1	Active	2C4RDGBGXHR642464	Z204LX	Dodge	Mini Van	2015
(813) 917-1444	PE.TX.08909	VE.TX.14215	09/07/2022	09/30/2023	2	Active	1N4AL3AP8FC289229	9708YW	Nissan	Sedan	2015
(813) 917-1444	PE.TX.08910	VE.TX.14216	09/07/2022	09/30/2023	3	Active	1N4AL2AP0CC205152	9713YW	Nissan	Sedan	2012
(813) 917-1444	PE.TX.08911	VE.TX.14217	09/09/2022	09/30/2023	75	Active	KNDMB233586244314	NGBAMRA	*Other	Mini Van	2008
(813) 917-1444	PE.TX.08912	VE.TX.14896	10/06/2022	09/30/2023	490	Active	2FMGK5DCXCBD00234	QXSW41	Ford	SUV	2012
(813) 917-1444	PE.TX.08913	VE.TX.14219	09/07/2022	09/30/2023	6	Active	2C4RDGBG4ER411672	Z101IP	Dodge	Mini Van	2014
(813) 917-1444	PE.TX.08914	VE.TX.14805	10/06/2022	09/30/2023	161	Active	2T3WFREV8FW132669	Z1AJEG	*Other	SUV	2015
(813) 917-1444	PE.TX.08917	VE.TX.14876	09/22/2022	09/30/2023	496	Active	2FMGK52CX9BA14883	10DFKZ	Ford	SUV	2009
(813) 917-1444	PE.TX.08918	VE.TX.14224	09/07/2022	09/30/2023	12	Active	2C4RDGCG6GR396352	Z190LX	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.08920	VE.TX.14877	09/22/2022	09/30/2023	584	Active	2C4RDGBG1FR543158	PXMH77	Dodge	Mini Van	2015
(813) 917-1444	PE.TX.08922	VE.TX.14228	09/08/2022	09/30/2023	82	Active	5TDKK3DC4E5454443	PZLZ52	*Other	Mini Van	2014
(813) 917-1444	PE.TX.08923	VE.TX.14229	09/07/2022	09/30/2023	18	Active	2C4RDGCG2GR387843	Z185LX	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.08924	VE.TX.14231	09/08/2022	09/30/2023	21	Active	2C4RDGBG7ER230615	Z502HM	Dodge	Mini Van	2014
(813) 917-1444	PE.TX.08926	VE.TX.14233	09/08/2022	09/30/2023	23	Active	2C4RDGCG9GR330197	Z974IN	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.08927	VE.TX.14234	09/08/2022	09/30/2023	24	Active	2C4RDGCG7GR387658	Z973IN	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.08930	VE.TX.14900	10/14/2022	09/30/2023	263	Active	3HGGK5H51FM770799	AG22ZD	*Other	Sedan	2015
(813) 917-1444	PE.TX.08931	VE.TX.14894	10/06/2022	09/30/2023	261	Active	2T3ZF4DV5BW070577	DGI2814	*Other	SUV	2011
(813) 917-1444	PE.TX.08933	VE.TX.14874	09/22/2022	09/30/2023	491	Active	1G11B5SA7GU114591	DVR596	Chevrolet	Sedan	2016
(813) 917-1444	PE.TX.08934	VE.TX.14875	09/22/2022	09/30/2023	493	Active	2FMGK5BC8CBD12756	70AMSG	Ford	SUV	2012
(813) 917-1444	PE.TX.08935	VE.TX.14893	10/06/2022	09/30/2023	597	Active	JTMBF4DV4A5020552	26DFKY	*Other	SUV	2010
(813) 917-1444	PE.TX.08937	VE.TX.14296	09/08/2022	09/30/2023	92	Active	2FABP7BV2BX138395	LJVJ28	Ford	Sedan	2011
(813) 917-1444	PE.TX.08939	VE.TX.14298	09/08/2022	09/30/2023	99	Active	2A8HR54P48R744336	19379Z	Chrysler	Mini Van	2008
(813) 917-1444	PE.TX.08940	VE.TX.14873	09/22/2022	09/30/2023	444	Active	2T3BF4DV7CW178010	QBVW87	*Other	SUV	2012
(813) 917-1444	PE.TX.08941	VE.TX.14872	09/22/2022	09/30/2023	424	Active	2T3ZF4DV1BW100657	GJRH27	*Other	SUV	2011
(813) 917-1444	PE.TX.08943	VE.TX.14871	09/22/2022	09/30/2023	397	Active	KNDMA5C10G6207219	QNUX51	*Other	Mini Van	2016
(813) 917-1444	PE.TX.08945	VE.TX.14892	10/06/2022	09/30/2023	260	Active	5N1AN08U49C514440	DGF2280	Nissan	SUV	2009
(813) 917-1444	PE.TX.08946	VE.TX.14870	09/22/2022	09/30/2023	352	Active	2FMHK6DT6DBD36921	90BNSN	Ford	SUV	2013
(813) 917-1444	PE.TX.08947	VE.TX.14869	09/22/2022	09/30/2023	337	Active	2FMGK5C8XJBA10103	KWLQ24	Ford	SUV	2018
(813) 917-1444	PE.TX.08948	VE.TX.14868	09/22/2022	09/30/2023	332	Active	2C4RDGBG2CR402191	Z88BBB	Dodge	Mini Van	2012
(813) 917-1444	PE.TX.08949	VE.TX.14318	09/08/2022	09/30/2023	78	Active	2C4RDGCG2KR694860	QEDH78	Dodge	Mini Van	2019
(813) 917-1444	PE.TX.08950	VE.TX.14906	10/19/2022	09/30/2023	265	Active	4T1BE46K79U817655	NVXJ86	*Other	Sedan	2009

Phone	Permit Number	Vehicle	Vehicle Eff Date	Vehicle Exp Date	Vehicle Number	Status	Vin Number	Tag Number	Make	Model	Year
(813) 917-1444	PE.TX.08954	VE.TX.14867	09/22/2022	09/30/2023	319	Active	KNDMB5C19G6203585	QYQK05	*Other	Sedan	2016
(813) 917-1444	PE.TX.08955	VE.TX.14866	09/22/2022	09/30/2023	318	Active	JTMZF4DV6C5046779	DGA3422	*Other	SUV	2012
(813) 917-1444	PE.TX.08956	VE.TX.14324	09/08/2022	09/30/2023	135	Active	4T1BF3EK1BU712754	ITMF51	*Other	Sedan	2011
(813) 917-1444	PE.TX.08957	VE.TX.14325	09/08/2022	09/30/2023	159	Active	3C4PDCAB2DT623679	DHHD68	Dodge	SUV	2013
(813) 917-1444	PE.TX.08960	VE.TX.14865	09/22/2022	09/30/2023	312	Active	2FMGK5CC4CBD12722	DGD1866	Ford	SUV	2012
(813) 917-1444	PE.TX.08962	VE.TX.14864	09/22/2022	09/30/2023	310	Active	2FMGK5CC4BBD10452	59DHMS	Ford	SUV	2011
(813) 917-1444	PE.TX.08963	VE.TX.14863	09/22/2022	09/30/2023	308	Active	2FMGK5CC77ABA90464	NCCF62	Ford	SUV	2010
(813) 917-1444	PE.TX.08964	VE.TX.14862	09/22/2022	09/30/2023	307	Active	2FMGK5DCXABA66657	66BNSP	Ford	SUV	2010
(813) 917-1444	PE.TX.08966	VE.TX.14334	09/08/2022	09/30/2023	87	Active	2FMDK52C89BA09147	Z681PY	Ford	Sedan	2009
(813) 917-1444	PE.TX.08967	VE.TX.14907	10/19/2022	09/30/2023	291	Active	2FMDK52C99BA07309	09DHMU	Ford	SUV	2009
(813) 917-1444	PE.TX.08968	VE.TX.14336	09/08/2022	09/30/2023	187	Active	2LNBL8EV9BX761905	9715YW	Lincoln	Sedan	2011
(813) 917-1444	PE.TX.08969	VE.TX.14337	09/08/2022	09/30/2023	188	Active	2LNBL8EV0BX761906	9714YW	Lincoln	Sedan	2011
(813) 917-1444	PE.TX.08971	VE.TX.14804	09/08/2022	09/30/2023	198	Active	5FNRL5H66FB040324	Z80GTH	*Other	Mini Van	2015
(813) 917-1444	PE.TX.08972	VE.TX.14878	09/22/2022	09/30/2023	585	Active	5FNRL38918B051796	HYYY97	*Other	Mini Van	2008
(813) 917-1444	PE.TX.08973	VE.TX.14809	09/08/2022	09/30/2023	195	Active	2LMHJ5NK0FBL03438	QDFC24	Lincoln	SUV	2015
(813) 917-1444	PE.TX.08974	VE.TX.14861	09/22/2022	09/30/2023	305	Active	2FMGK5B80EBD12331	85BRSF	Ford	Sedan	2014
(813) 917-1444	PE.TX.08976	VE.TX.14808	09/08/2022	09/30/2023	186	Active	2FMGK5D89EBD05469	GHMJ86	Ford	SUV	2014
(813) 917-1444	PE.TX.08977	VE.TX.14559	09/22/2022	09/30/2023	478	Active	JTMZK33V775013237	LREG30	*Other	SUV	2007
(813) 917-1444	PE.TX.08980	VE.TX.14807	09/08/2022	09/30/2023	171	Active	5FNRL5H60CB131018	Y69FQR	*Other	Mini Van	2012
(813) 917-1444	PE.TX.08983	VE.TX.14806	09/08/2022	09/30/2023	163	Active	5TDKK3DC7E5433781	43AGEA	*Other	Mini Van	2014
(813) 917-1444	PE.TX.08990	VE.TX.14811	09/08/2022	09/30/2023	236	Active	JTDKB20U977661514	08BDHD	*Other	Sedan	2007
(813) 917-1444	PE.TX.08996	VE.TX.14810	09/08/2022	09/30/2023	209	Active	2HKRM4H73DH637915	GKJY49	*Other	SUV	2013
(813) 917-1444	PE.TX.09008	VE.TX.14410	10/03/2022	09/30/2023	439	Active	2T3ZFREV6JW473901	IBJI89	*Other	SUV	2018
(813) 917-1444	PE.TX.09013	VE.TX.14481	09/08/2022	09/30/2023	67	Active	4T1BE46K79U915293	QECF50	*Other	Sedan	2009
(813) 917-1444	PE.TX.09020	VE.TX.14859	09/07/2022	09/30/2023	170	Active	2FMGK5C83DBD19318	PLYL17	Ford	SUV	2013
(813) 917-1444	PE.TX.09021	VE.TX.14501	10/03/2022	09/30/2023	300	Active	KNDMB5C14K6523793	8714YI	*Other	Mini Van	2019
(813) 917-1444	PE.TX.09023	VE.TX.14503	09/08/2022	09/30/2023	111	Active	2LNBL8FV5BX752391	33AYJJ	Lincoln	Sedan	2011
(813) 917-1444	PE.TX.09025	VE.TX.14505	09/08/2022	09/30/2023	79	Active	2C4RDGCG0KR753727	QEDH76	Dodge	Mini Van	2019
(813) 917-1444	PE.TX.09027	VE.TX.14883	10/03/2022	09/30/2023	551	Active	1N4AL3AP1DC220704	4122VG	Nissan	Sedan	2013
(813) 917-1444	PE.TX.09032	VE.TX.14519	10/03/2022	09/30/2023	586	Active	2T3ZF4DV4AW036516	LGIG41	*Other	Sedan	2010
(813) 917-1444	PE.TX.09033	VE.TX.14227	09/07/2022	09/30/2023	16	Active	1N4AL2APXBN473645	19363Z	Nissan	Sedan	2011
(813) 917-1444	PE.TX.09036	VE.TX.14534	09/08/2022	09/30/2023	183	Active	5TDKK3DC6DS363494	24AAGC	*Other	Mini Van	2013
(813) 917-1444	PE.TX.09040	VE.TX.14742	09/07/2022	09/30/2023	17	Active	5TDDK3DC6GS141289	DLDK23	*Other	Mini Van	2016
(813) 917-1444	PE.TX.09041	VE.TX.14366	09/08/2022	09/30/2023	125	Active	2C4RDGBG8CR182989	26BIVC	Dodge	Mini Van	2012
(813) 917-1444	PE.TX.09044	VE.TX.14363	09/08/2022	09/30/2023	174	Active	2C4RC1HG5ER188310	KFRX91	Chrysler	Mini Van	2014
(813) 917-1444	PE.TX.09045	VE.TX.14303	09/08/2022	09/30/2023	8	Active	3CZRM3H31EG703700	Z681PY	Ford	SUV	2009

Phone	Permit Number	Vehicle	Vehicle Eff Date	Vehicle Exp Date	Vehicle Number	Status	Vin Number	Tag Number	Make	Model	Year
(813) 917-1444	PE.TX.09046	VE.TX.14287	09/08/2022	09/30/2023	57	Active	2C4RDGCG1JR265837	Z700PY	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09049	VE.TX.14283	09/08/2022	09/30/2023	58	Active	2C4RDGBGXJR215052	Z698PY	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09050	VE.TX.14281	09/08/2022	09/30/2023	62	Active	5TDKK3DCXFS554001	DETC27	*Other	Sedan	2015
(813) 917-1444	PE.TX.09051	VE.TX.14280	09/08/2022	09/30/2023	72	Active	2C4RDGCG9GR181192	Z181LX	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.09052	VE.TX.14279	09/08/2022	09/30/2023	71	Active	2C4RDGCGXGR376220	Z180LX	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.09055	VE.TX.14276	09/08/2022	09/30/2023	66	Active	2D4RN4DGXBR796128	9712YW	Dodge	Sedan	2011
(813) 917-1444	PE.TX.09056	VE.TX.14275	09/08/2022	09/30/2023	65	Active	2C4RDGBG1ER393387	9711YW	Dodge	Sedan	2014
(813) 917-1444	PE.TX.09059	VE.TX.14272	09/08/2022	09/30/2023	61	Active	2LMDJ8JC3ABJ21837	NHFV71	Lincoln	Sedan	2010
(813) 917-1444	PE.TX.09060	VE.TX.14271	09/08/2022	09/30/2023	47	Active	2C4RDGCG7ER205549	EMJA20	Dodge	Mini Van	2014
(813) 917-1444	PE.TX.09064	VE.TX.14267	09/08/2022	09/30/2023	54	Active	5TDZK3DCXDS400240	48DBAQ	*Other	Mini Van	2013
(813) 917-1444	PE.TX.09068	VE.TX.14262	09/08/2022	09/30/2023	192	Active	2FABP7AV7BX162502	NSED64	Ford	Sedan	2011
(813) 917-1444	PE.TX.09069	VE.TX.14261	09/08/2022	09/30/2023	41	Active	2T1BR32E66C625476	Z459FV	*Other	Sedan	2006
(813) 917-1444	PE.TX.09070	VE.TX.14260	09/08/2022	09/30/2023	49	Active	2C4RDGBG0DR788126	9710YW	Dodge	Sedan	2013
(813) 917-1444	PE.TX.09071	VE.TX.14259	09/08/2022	09/30/2023	48	Active	2C4RDGCG2FR732531	9709YW	Dodge	Mini Van	2015
(813) 917-1444	PE.TX.09074	VE.TX.14251	09/08/2022	09/30/2023	45	Active	2C3CCAAGXE183792	Z102IP	Chrysler	Sedan	2014
(813) 917-1444	PE.TX.09077	VE.TX.14247	09/08/2022	09/30/2023	42	Active	4T1BF1FK8DU269119	0885YR	*Other	Sedan	2013
(813) 917-1444	PE.TX.09083	VE.TX.14241	09/08/2022	09/30/2023	36	Active	2C4RDGBGXDR758471	Z176LX	Dodge	Mini Van	2013
(813) 917-1444	PE.TX.09084	VE.TX.14788	09/08/2022	09/30/2023	69	Active	1C4RDJDG5KC651652	QVBG97	Dodge	SUV	2019
(813) 917-1444	PE.TX.09086	VE.TX.14238	09/08/2022	09/30/2023	32	Active	2C4RDGCGXGR373477	Z173LX	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.09087	VE.TX.14236	09/08/2022	09/30/2023	30	Active	2D4RN4DE4AR131772	Z961IN	Dodge	Mini Van	2010
(813) 917-1444	PE.TX.09088	VE.TX.14230	09/08/2022	09/30/2023	29	Active	2C4RDGCG0DR626057	19378Z	Dodge	Mini Van	2013
(813) 917-1444	PE.TX.09286	VE.TX.14899	10/14/2022	09/30/2023	173	Active	3C4PDCAB7ET309835	HZBC39	Dodge	Mini Van	2014
(813) 917-1444	PE.TX.09290	VE.TX.14589	09/09/2022	09/30/2023	237	Active	JN8AZ08T26W414660	IY23ER	Nissan	SUV	2006
(813) 917-1444	PE.TX.09291	VE.TX.14848	09/08/2022	09/30/2023	194	Active	1FM5K7B88DGB18348	Y540IJ	Ford	Sedan	2013
(813) 917-1444	PE.TX.09292	VE.TX.14587	09/08/2022	09/30/2023	126	Active	1D8HN44HX8B137525	46BZEI	Dodge	Mini Van	2008
(813) 917-1444	PE.TX.09295	VE.TX.14584	09/08/2022	09/30/2023	59	Active	2FMGK5BC0CBD13349	LYIC08	Ford	SUV	2012
(813) 917-1444	PE.TX.09297	VE.TX.14595	09/08/2022	09/30/2023	160	Active	JS3TE941784102875	LXJU14	*Other	SUV	2008
(813) 917-1444	PE.TX.09299	VE.TX.14597	09/08/2022	09/30/2023	109	Active	5J6RE38719L033607	GKKL33	*Other	SUV	2009
(813) 917-1444	PE.TX.09301	VE.TX.14599	09/08/2022	09/30/2023	74	Active	2C4RDGBG2JR215109	Z628NL	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09302	VE.TX.14600	09/08/2022	09/30/2023	73	Active	2C4RDGBG8JR223280	Z630NL	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09303	VE.TX.14601	09/08/2022	09/30/2023	51	Active	2C4RDGBG5JR153141	Z629NL	Dodge	Mini Van	2018

Phone	Permit Number	Vehicle	Vehicle Eff Date	Vehicle Exp Date	Vehicle Number	Status	Vin Number	Tag Number	Make	Model	Year
(813) 917-1444	PE.TX.09305	VE.TX.14603	09/08/2022	09/30/2023	85	Active	2C4RC1BG5CR415663	JEYG87	Chrysler	Mini Van	2012
(813) 917-1444	PE.TX.09308	VE.TX.14606	09/08/2022	09/30/2023	169	Active	4T1BF1FK1EU851077	GKNM20	*Other	Sedan	2014
(813) 917-1444	PE.TX.09309	VE.TX.14608	09/08/2022	09/30/2023	25	Active	5TDKK3DCXFS636911	EPGR34	*Other	Mini Van	2015
(813) 917-1444	PE.TX.09312	VE.TX.14617	09/08/2022	09/30/2023	104	Active	1LNHM81V67Y605051	JMXX95	Lincoln	Sedan	2007
(813) 917-1444	PE.TX.09313	VE.TX.14618	09/08/2022	09/30/2023	94	Active	2C4RDGCG0JR327180	Z413LX	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09314	VE.TX.14619	09/08/2022	09/30/2023	95	Active	2C4RDGCG1JR281987	Z677PY	Dodge	Mini Van	2018
(813) 917-1444	PE.TX.09324	VE.TX.14632	09/08/2022	09/30/2023	158	Active	JTMBD33VX75085772	QEDE45	*Other	SUV	2007
(813) 917-1444	PE.TX.09325	VE.TX.14631	09/08/2022	09/30/2023	76	Active	2C4RDGCGXLR153685	QEDH77	Dodge	Mini Van	2020
(813) 917-1444	PE.TX.09326	VE.TX.14635	09/08/2022	09/30/2023	83	Active	1G4GA5G32EF128376	NAWF95	Buick	Sedan	2014
(813) 917-1444	PE.TX.09342	VE.TX.14847	09/08/2022	09/30/2023	137	Active	2C4RDGBG8CR312205	49BGMA	Dodge	Mini Van	2012
(813) 917-1444	PE.TX.09378	VE.TX.14708	09/08/2022	09/30/2023	52	Active	2C4RDGCG4GR203406	HIPD16	Dodge	Mini Van	2016
(813) 917-1444	PE.TX.09391	VE.TX.14719	09/08/2022	09/30/2023	56	Active	JTMZFREV1FJ051671	BIJQ88	*Other	SUV	2015
(813) 917-1444	PE.TX.09393	VE.TX.14721	09/08/2022	09/30/2023	43	Active	1D8HN54P28B120344	19377Z	Dodge	Mini Van	2008
(813) 917-1444	PE.TX.09394	VE.TX.14722	09/08/2022	09/30/2023	70	Active	1LNHM81W25Y634682	NECX28	Lincoln	Sedan	2005
(813) 917-1444	PE.TX.09395	VE.TX.14723	09/08/2022	09/30/2023	60	Active	2C4RDGCG2KR620760	PVJK91	Dodge	Mini Van	2019
(813) 917-1444	PE.TX.09397	VE.TX.14725	09/08/2022	09/30/2023	202	Active	1LNHM82W96Y628166	42BBYD	Lincoln	Sedan	2006
(813) 917-1444	PE.TX.09406	VE.TX.14887	10/03/2022	09/30/2023	355	Active	2FMGK5C86EBD07908	DGH3047	Ford	SUV	2014
(813) 917-1444	PE.TX.09407	VE.TX.14886	10/03/2022	09/30/2023	599	Active	2C4RC1CGXCR124946	06BRSH	Chrysler	Mini Van	2012
(813) 917-1444	PE.TX.09408	VE.TX.14737	10/03/2022	09/30/2023	250	Active	2HGFC2F8XLH551354	393NFW	*Other	Sedan	2020
(813) 917-1444	PE.TX.09409	VE.TX.14738	09/08/2022	09/30/2023	124	Active	2D4RN4DG5BR773551	NSDQ40	Dodge	Sedan	2011
(813) 917-1444	PE.TX.09410	VE.TX.14885	10/03/2022	09/30/2023	583	Active	5TDKK3DC0DS351664	JXAH39	*Other	Mini Van	2013
(813) 917-1444	PE.TX.09411	VE.TX.14787	09/08/2022	09/30/2023	117	Active	4T1BF3EK7AU574944	Z224YN	*Other	Sedan	2010
(813) 917-1444	PE.TX.09412	VE.TX.14884	10/03/2022	09/30/2023	575	Active	5FNRL5H93EB136808	Z552XB	*Other	Mini Van	2014
(813) 917-1444	PE.TX.09414	VE.TX.14744	09/08/2022	09/30/2023	116	Active	2FABP7BV1BX128053	LIWL78	Ford	Sedan	2011
(813) 917-1444	PE.TX.09415	VE.TX.14905	10/19/2022	09/30/2023	252	Active	2FMDK53C99BA26229	DGN2408	Ford	SUV	2009
(813) 917-1444	PE.TX.09416	VE.TX.14904	10/13/2022	09/30/2023	494	Active	2FMGK5BC4CBD22488	44BR5B	Ford	SUV	2012
(813) 917-1444	PE.TX.09417	VE.TX.14903	10/13/2022	09/30/2023	278	Active	4T3BK3BB3FU119183	DGL1106	*Other	SUV	2015
(813) 917-1444	PE.TX.09418	VE.TX.14902	10/14/2022	09/30/2023	277	Active	2C4RC1BG0GR213366	DGL3240	Chrysler	Mini Van	2016
(813) 917-1444	PE.TX.09419	VE.TX.14901	10/13/2022	09/30/2023	264	Active	5XXGM4A79DG194487	03AYJN	*Other	Sedan	2013
(813) 917-1444	PE.TX.09424	VE.TX.14409	09/08/2022	09/30/2023	28	Active	1LNHM93RX9G630615	0891YR	Lincoln	Sedan	2009
(813) 917-1444	PE.TX.09425	VE.TX.14752	09/08/2022	09/30/2023	114	Active	1LNHM81V77Y603809	77AXAW	Lincoln	Sedan	2007
(813) 917-1444	PE.TX.09426	VE.TX.14882	10/03/2022	09/30/2023	495	Active	2FMGK5CCXBBD29135	29BMRA	Ford	Sedan	2011
(813) 917-1444	PE.TX.09430	VE.TX.14881	10/03/2022	09/30/2023	336	Active	5TDKK3DC9BS162203	28DFKY	*Other	Mini Van	2011
(813) 917-1444	PE.TX.09431	VE.TX.14880	10/03/2022	09/30/2023	309	Active	2FMGK5C86EBD36146	91AGCR	Ford	SUV	2014

Phone	Permit Number	Vehicle	Vehicle Eff Date	Vehicle Exp Date	Vehicle Number	Status	Vin Number	Tag Number	Make	Model	Year
(813) 917-1444	PE.TX.09432	VE.TX.14760	09/08/2022	09/30/2023	81	Active	5FNRL38619B045603	GPXJ09	*Other	Mini Van	2009
(813) 917-1444	PE.TX.09433	VE.TX.14761	09/08/2022	09/30/2023	118	Active	4T1BE46K58U761150	33BLUD	*Other	Sedan	2008
(813) 917-1444	PE.TX.09442	VE.TX.14879	10/03/2022	09/30/2023	7	Active	4T1B11HK3KU258733	84BFAP	*Other	Sedan	2019
(813) 917-1444	PE.TX.09443	VE.TX.14771	09/08/2022	09/30/2023	77	Active	2C4RDGCG6KR694618	QJSP96	Dodge	Mini Van	2019
(813) 917-1444	PE.TX.09444	VE.TX.14772	09/08/2022	09/30/2023	68	Active	1LNHM81W16Y618944	295RYM	Lincoln	Sedan	2006
(813) 917-1444	PE.TX.09470	VE.TX.14812	09/08/2022	09/30/2023	38	Active	5TDZT34A75S243408	GKZT83	*Other	SUV	2005
(813) 917-1444	PE.TX.09471	VE.TX.14860	09/22/2022	09/30/2023	302	Active	JTMRJREV5HD128929	IXKF95	*Other	SUV	2017
(813) 917-1444	PE.TX.09473	VE.TX.14814	09/08/2022	09/30/2023	130	Active	5TDZK23C28S192341	QGMX95	*Other	Mini Van	2008
(813) 917-1444	PE.TX.09477	VE.TX.14825	09/08/2022	09/30/2023	205	Active	2FMGK5CC9BB16053	91AXAT	Ford	Sedan	2011
(813) 917-1444	PE.TX.09478	VE.TX.14826	09/08/2022	09/30/2023	63	Active	1LNHM82W43Y620908	76AKYG	Lincoln	Sedan	2003
(813) 917-1444	PE.TX.09479	VE.TX.14827	09/08/2022	09/30/2023	180	Active	2T3ZF4DV4CW115977	LJMJ08	*Other	SUV	2012
(813) 917-1444	PE.TX.09491	VE.TX.14220	09/07/2022	09/30/2023	11	Active	2C4RDGBG7ER450966	Z407LX	Dodge	Mini Van	2014
(813) 917-1444	PE.TX.09492	VE.TX.14852	09/08/2022	09/30/2023	142	Active	3C4PDCAB9ET201412	IPIZ88	Dodge	SUV	2014
(813) 917-1444	PE.TX.09493	VE.TX.14667	09/08/2022	09/30/2023	134	Active	1LNHM82V77Y601573	BB52HS	Lincoln	Sedan	2007
(813) 917-1444	PE.TX.09494	VE.TX.14851	09/08/2022	09/30/2023	133	Active	1LNHM81VX7Y612097	BB51HS	Lincoln	Sedan	2007
(813) 917-1444	PE.TX.09496	VE.TX.14849	09/08/2022	09/30/2023	131	Active	1LNHM82W23Y680136	BB49HS	Lincoln	Sedan	2003
(813) 917-1444	PE.TX.09497	VE.TX.14853	09/08/2022	09/30/2023	136	Active	4T1BE46K89U851572	PTLP76	*Other	Sedan	2009
(813) 917-1444	PE.TX.09499	VE.TX.14854	09/08/2022	09/30/2023	39	Active	JTDZN3EU4C3050568	IIFZ27	*Other	Sedan	2012
(813) 917-1444	PE.TX.09500	VE.TX.14855	09/08/2022	09/30/2023	40	Active	JTDZN3EU5C3090450	JPWD92	*Other	Sedan	2012
(813) 917-1444	PE.TX.09501	VE.TX.14858	09/08/2022	09/30/2023	84	Active	4T1BE46KX7U580060	QEWS37	*Other	Sedan	2007
(813) 917-1444	PE.TX.09504	VE.TX.14908	10/25/2022	09/30/2023	477	Active	JTMZFFREV2GJ084194	123DDD	*Other	SUV	2016
(813) 917-1444	PE.TX.09505	VE.TX.14909	10/25/2022	09/30/2023	176	Active	5J6RW1H50NA019610	IRNJ43	*Other	SUV	2022

Totals

Permits	154
NL Permits	0
ALL Permits	154
Active Permits	154
Inactive Permits	0
Active NL Permits	0
Inactive NL Permits	0

**Exhibit C
Scrutinized Company Certification**



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State 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:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

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

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

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Exhibit D

Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-583 Vehicle Permit Requirements

Sec. 10-583. Vehicle permit requirements.

- (a) No person shall operate or cause to allow the operation of a vehicle for hire without first obtaining a valid permit for that vehicle from the Agency.
- (b) Every certificate holder shall obtain and/or ensure that each vehicle it utilizes to provide vehicle for hire services in the County obtains a permit from the Agency, subject to the provisions of Section 10-584.
- (c) Each applicant for permits shall pay an initial non-refundable application fee, which shall be established by resolution adopted by the BOCC, as may be amended.
- (d) Prior to obtaining a permit, each vehicle must be inspected and certified by an ASE (Automotive Service Excellence) certified mechanic or commercial auto repair facility licensed by the State. The vehicle must pass a safety and mechanical inspection. All vehicles must pass the inspection on an annual basis and each year thereafter. The certificate holder must provide proof of evidence of such inspection at the time of initial application for the permits and annually thereafter upon renewal of the permits. The inspection shall include, at a minimum, the following:
 - (1) Foot brakes and parking brake;
 - (2) Condition of tires, including tread depth;
 - (3) Windshield;
 - (4) Windshield wipers;
 - (5) Headlights;
 - (6) Taillights;
 - (7) Brake lights;
 - (8) Turn indicator lights;
 - (9) Door and lock operation;
 - (10) Horn;
 - (11) Speedometer;
 - (12) Interior and exterior rearview and side view mirrors;
 - (13) Safety belts;
 - (14) Air conditioning;
 - (15) Suspension and steering;
 - (16) Front seat adjustment mechanism;
 - (17) Bumper;
 - (18) Muffler and exhaust system; and

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Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-583 Vehicle Permit Requirements

- (19) Oil or other fluid leaks.
- (e) Certificate holders shall at all times maintain motor vehicle liability insurance for each permitted vehicle which complies with F.S. Ch. 324, as may be amended, as it relates to for hire passenger transportation vehicles. The certificate holder must provide proof of evidence of such insurance at the time of the initial application for permits and annually thereafter upon renewal of the permits. All vehicles for hire, providing for hire transportation services on property belonging to the Tampa Port Authority, must name the Tampa Port Authority as an additional insured on said motor vehicle liability insurance policy.
- (f) Permitted vehicles shall be structurally sound and maintained in proper operating condition at all times. The interior of permitted vehicles shall be kept clean, sanitary, and free from damage. The exterior of permitted vehicles must be free from cracks, breaks, dents and fading that would impair the safety or appearance of the vehicle. Vision from a permitted vehicle cannot be obstructed on any side of the vehicle.
- (g) A vehicle for hire exceeding ten model years on December 31st of any year shall obtain an additional annual inspection of interior restraint and safety equipment to ensure that such equipment is functional and in good working order. Limousines considered classic, antique or vintage, meeting the same inspection requirements of Section 10-583(d), and which are considered luxurious in appearance and condition, whether in their original manufactured condition, or restored or modified providing modern conveniences that enhance the passenger experience, are not subject to the same safety equipment requirements as newer model vehicles. The Department will determine if such a limousine meets the requirements of this exception.
- (h) All taxicabs, handicabs and vans are required to prominently display the certificate holder's name on the exterior of the vehicle.
- (i) All taxicabs operating in the County must have the license number, name, and telephone number of the fleet or association that owns or operates it, as well as the telephone number of the Department to which complaints can be made, prominently displayed in the rear seat area of the taxicab with lettering and numbering at least one inch in height. If the operator is not the owner of the taxicab, the name, telephone number, and business address of the owner must similarly be prominently displayed.
- (j) A licensee must post within the taxicab in a location conspicuously visible to any passenger a rate chart issued by the Agency. The rate chart shall have both the basic rates and flat rate for in-town travel.
- (k) All permitted vehicles are required to display two permit stickers issued by the Agency. One sticker shall be placed on the bottom corner of the rear window located on the driver's side of the vehicle. The other sticker shall be placed on the bottom corner of the front windshield glass on the passenger side of the vehicle. Stickers shall only be placed on the vehicle for which the permit is issued and shall not be transferred to any other vehicle.
- (l) Once an initial certificate holder is approved for its certificate and permits by the Agency, at any point thereafter, it may submit an application for additional permits, when such permits become available.
- (m) Temporary permits and special event temporary permits.
- (1) Except for special events as described in paragraph (2) below, the Agency may issue, for good cause, temporary permits to existing certificate holders for a period not to exceed seven days. Such temporary permits may be reissued, again for good cause, but for not more than four successive seven-day periods. Issuance of a temporary permit shall not in any way be construed to estop the Agency

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- from subsequently denying an application for a permanent permit. Certificate holders applying for temporary permits must state the basis for the need for the temporary permits, to include the prospective passengers served and how the vehicles will be utilized. Prior to issuance of such temporary permits, the applicant must submit payment of the prescribed fees, as provided for by resolution, which may be amended, proof of required insurance, as specified by Section 10-583(e), and proof the vehicle(s) has passed inspection as specified by Section 10-583(d).
- (2) During special events taking place in the Tampa Bay area the Agency may issue special event temporary permits for additional vehicles which the Agency, in consultation with the Department, determines are needed to service the influx of people to the bay area.
- a. During such special events the Agency may issue special event temporary permits which shall be valid for the week prior to and the week immediately following the event. Should the Agency and Department determine that, due to the nature of the special event, such special event temporary permits need to remain valid for an extended time the Agency may issue such temporary permits for a longer time period.
 - b. Issuance of a special event temporary permit for special events shall not in any way be construed to estop the Agency from subsequently denying an application for a permanent permit. Current certificate holders applying for special event temporary permits shall be subject to the same requirements as established pursuant to subparagraph "e." below. Prior to issuance of such special event temporary permits, the applicant must submit payment of the prescribed fees, as provided for by resolution, which may be amended, proof of required insurance, as specified by Section 10-583(e), and proof the vehicle(s) has passed inspection as specified by Section 10-583(d).
 - c. Special events comprising the need for additional special event temporary permits include large sporting, political, cultural, business, special interest, and other events which draw an extraordinarily large number of people to the Tampa Bay area from out-of-state. The actual physical location of the special event does not have to be in Hillsborough County.
 - d. The Agency is authorized to collect a fee as provided by resolution for each Special Event Permit issued and is required to remit such fees to the Hillsborough County Aviation Authority. The Agency is further authorized to enter into any agreement with the Hillsborough County Aviation Authority necessary to collect and disperse these funds.
 - e. The Agency, in consultation with the Department, shall develop a written policy for each special event designating which vehicle permit requirements as listed in paragraphs (a) through (1) above shall be required to obtain a special event temporary permit. This written policy shall be developed to address the particular circumstances surrounding the approaching special event and shall be made available to all applicants. In addition to the requirements listed in paragraphs (a) through (1) above, all applicants shall be required to certify that the applicant's drivers have completed an approved human trafficking awareness course.
- (n) All permitted vehicles are subject to inspection by the Agency and/or the Department at any time to ensure compliance with the provisions of this article.
- (o) All handicabs equipped for wheelchair transportation shall comply with the following:

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Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-583 Vehicle Permit Requirements

- (1) Each handicab shall have a lift or ramp, operated manually, electrically and/or hydraulically, with sufficient capacity to safely and smoothly facilitate the entrance of passengers into the vehicle and exit from the vehicle;
 - (2) Each handicab shall have, for each passenger transported, two positive means of securely latching or locking to the vehicle the wheelchair in which a passenger will ride. The latching device shall be designed to prevent any lateral, longitudinal or vertical motion of the passenger conveyance within the vehicle;
 - (3) Each handicab shall have, for each passenger transported, restraining belts, or straps designed to securely confine passengers to wheelchairs in which they are transported;
 - (4) Handicab entry and exit doors shall be equipped with latching devices sufficient to restrain individual passenger conveyances within the passenger compartment of the vehicle;
 - (5) Each handicab must have a minimum of 56 inches headroom from the finished floor to the finished ceiling in the passenger compartment, including door opening to allow for proper head clearance of the passenger seated in the wheelchair; and
 - (6) The floor covering shall be seamless, one piece, and made of permanently applied materials, which can be maintained in a safe, sanitary and odor free manner, and shall extend the full length and width of the passenger compartment. Where side panels and covering meet at the joints and side walls, they shall be sealed and bordered with rustproof, corrosion-resistant cove moldings.
- (p) All handicabs equipped for stretcher transportation shall comply with the following:
- (1) Each handicab shall have a crash stable side or center mounting style litter fastener of the quick release type;
 - (2) Each handicab shall have at least two strap type restraining devices provided per stretcher cot and litter to prevent longitudinal or transverse dislodging of the patient during transit;
 - (3) Each handicab shall have a smooth floor which has a minimum of voids or pockets at the floor to side wall areas where water or moisture can become trapped;
 - (4) Each handicab shall have clean blankets, linen or disposable sheets to be used for each patient;
 - (5) Each handicab shall have airtight storage compartments for soiled linen; and
 - (6) Each handicab shall have two attendants who have been issued public vehicle driver's licenses by the Agency.
- (q) Certificate holders shall not permit a person to drive or operate any permitted vehicle unless such person has been issued a public vehicle driver's license as specified in Section 10-585.
- (Ord. No. 17-22, § 8, 10-1-2017; Ord. No. 19-17, § 1, 6-20-2019; Ord. No. 20-21, § 1, 10-21-2020)

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Exhibit E

Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-585 Public Vehicle Driver's License (PVDL)

Sec. 10-585. Public vehicle driver's license (PVDL) requirements.

- (a) No person shall operate a vehicle for hire without first obtaining a PVDL from the Agency. An application for a PVDL must be submitted to the Agency in the format prescribed by the Agency. Persons who obtained a PVDL, prior to and which is valid as of the effective date of the ordinance from which this article is derived, do not need to apply for a new PVDL from the Agency. However, such person is subject to the renewal provisions of Section 10-586 upon expiration of his/her current PVDL, and, at that time, will also be required to provide a set of fingerprints and sufficient information as described in Section 10-585(b)(1) below to enable the Agency to obtain a Level II criminal background screening.
- (b) Each applicant shall, at a minimum, provide the following information as part of the application process:
- (1) Pursuant to the County's authority under F.S. § 125.5801, as may be amended, a set of fingerprints and sufficient information in the manner prescribed by the Agency to enable the Agency to obtain a Level II criminal background screening on the applicant. The fingerprints shall be submitted to the Florida Department of Law Enforcement for a State criminal history record check, and to the Federal Bureau of Investigation for a national criminal history record check. Prior to submitting a request for a criminal history record check pursuant to this section, the Agency shall notify each applicant to be fingerprinted that his or her fingerprints will be sent to the above referenced law enforcement agencies for the said purposes.
 - (2) Payment of an initial, non-refundable application fee, which shall be established by resolution adopted by the BOCC, as may be amended.
 - (3) The company(s)/certificate holder(s) the applicant is working for.
 - (4) Submit a seven year driver license transcript that has been issued within the past 30 days.
- (c) Each applicant must possess a valid driver's license in said driver's name issued by the State of Florida. Such driver's license must be valid for at least 12 months prior to being issued a PVDL. If the State driver's license is less than 12 months old, the applicant may provide proof of a previous valid driver's license issued at least 12 months prior by another state immediately prior to obtaining the State driver's license. In order to be granted a PVDL, the applicant must not have had any suspensions or revocations of the driver's license within the past five years and cannot have more than nine points assessed against his or her driver's license within the 12 months preceding the application, or during the application process, for the PVDL for criminal or moving-traffic offenses, including, but not limited to, any of the following specified offenses:
- (1) Failure to comply with ignition interlock requirements;
 - (2) Any court ordered or directed suspensions for criminal or moving-traffic offenses;
 - (3) School bus violations;
 - (4) Medical suspensions or revocations;
 - (5) Zero-Tolerance violations for under 21 years of age drinking;
 - (6) Theft or fraud;
 - (7) Drug related offenses;

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- (8) DUI;
 - (9) Failure to render aid;
 - (10) Fleeing or attempting to elude;
 - (11) Habitual traffic offender;
 - (12) Manslaughter/vehicular homicide;
 - (13) Reckless driving;
 - (14) Theft of motor vehicle, including theft of parts or components;
 - (15) Offenses involving sexual assault, or other immoral acts;
 - (16) Offenses involving human trafficking.
- (d) All applicants for PVDLs must undergo a Level II criminal background screening.
- (e) Any applicant/driver must not have been found guilty or been convicted of or pled guilty or nolo contendere, regardless of whether adjudication was withheld, to any disqualifying offense as specified below:
- (1) Driving under the influence (DUI) of alcohol or drugs within the past five years;
 - (2) Reckless driving within the past three years;
 - (3) Any violent crime felony or attempted violent crime felony, including, but not limited to: Murder; attempted murder; attempted felony murder; manslaughter; armed robbery; robbery; assault with a deadly weapon; aggravated battery; assault or battery on a person protected pursuant to F.S. §§ 784.07 or 784.081, which is classified as a felony; any other felony battery or assault; aggravated assault; kidnapping; attempted kidnapping; false imprisonment; armed burglary; aggravated stalking; home invasion; carjacking; and, attempted home invasion (lifetime);
 - (4) Any property crime felony within the past five years, including, but not limited to: grand theft; burglary; fraud; and, felony criminal mischief;
 - (5) Any felony crime involving the sale or possession of a controlled substance, as defined by F.S. § 893.03, as may be amended, within the past five years;
 - (6) Any misdemeanor crime involving a controlled substance, as defined by F.S. § 893.03, as may be amended, within the past two years;
 - (7) DUI manslaughter or vehicular manslaughter/homicide (lifetime);
 - (8) Leaving the scene of an accident with death or serious bodily injury (lifetime);
 - (9) Leaving the scene of an accident with property damage within the past three years;
 - (10) Any sex crime as defined in F.S. Ch. 794, as may be amended (lifetime);
 - (11) Any person who is required by law to register as a sex offender/predator, career offender, or convicted felon pursuant to F.S. §§ 775.13, 775.21, 775.261, 943.0435, 944.607, or 944.608, as may be amended (lifetime);

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Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-585 Public Vehicle Driver’s License (PVDL)

- (12) Any crime related to lewdness and indecent exposure as defined in F.S. Ch. 800, as may be amended (lifetime);
 - (13) Any crime related to prostitution as defined in F.S. Ch. 796, as may be amended, within the past three years;
 - (14) Any crime in violation of the Florida RICO (Racketeering Influenced and Corrupt Organization) Act, currently F.S. §§ 895.01 through 895.06, as may be amended (lifetime); or
 - (15) Any offense committed in another jurisdiction that would be an offense listed in this section, if that offense had been committed in the State of Florida.
- (f) For any offense listed in paragraph (e) which states a time period of ineligibility, said time period begins on the date of conviction, plea, or sentencing, whichever is later.
 - (g) Any applicant/driver must not have been found, in the courts of this State, to have committed a delinquent act as a juvenile that would be a crime enumerated in paragraph (e) above if committed by an adult and such person is under 24 years of age, or found to have committed a delinquent act in another state, territory, or country that would be a crime enumerated in paragraph (e) above, if committed by an adult and such person is under 24 years of age.
 - (h) An applicant at the time of application, or during the application process, must not have a disqualifying crime enumerated in paragraph (e) above pending in any court. If it is determined that any such disqualifying charge is pending during the application process, the application will be placed on hold until the outcome of the charge(s) is finalized. This hold includes the time period in which an applicant may be participating in a pre-trial intervention program.
 - (i) (1) An applicant at the time of application, or during the application process, must not have his or her driver's license restricted pursuant to F.S. Ch. 322, to "business purposes only" or "employment purposes only" due to any cause related to moving-traffic and/or criminal offenses.
 - (2) The Agency and/or Department may make exceptions for driver licenses that have been suspended or otherwise restricted due to non-traffic or non-criminal procedural issues such as failure to timely pay a traffic ticket or child/spousal support issues, if the applicant or license holder demonstrates that he or she has actively taken steps to rectify the suspension or restriction by making obligated payments.
 - (j) An applicant determined eligible for a PVDL and subsequently arrested, charged, and/or found guilty or been convicted of or pled guilty or nolo contendere to any disqualifying offense listed above shall notify the Agency of such within five days.
 - (k) Within 30 days of obtaining a PVDL, all drivers who operate a handicab must have completed a certified standard first-aid course; State certificated standard CPR training course; and a defensive driving course. All drivers issued PVDLs to operate a handicab must maintain these required certifications and must provide evidence of such at the time of renewal and upon the request of the Agency and/or Department.
 - (l) Each taxicab, handicab and van driver shall possess and display the PVDL at all times in a manner that is readily visible by passengers while driving his or her vehicle for hire or while on duty as a vehicle for hire driver. Each limousine driver shall possess and display the PVDL upon the request of a passenger or any representative of the Agency and/or Department.

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Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-585 Public Vehicle Driver’s License (PVDL)

- (m) A driver shall not operate a vehicle for hire if his or her PVDL has expired or has been revoked or suspended.
- (n) A driver shall not operate a vehicle for hire unless such vehicle is permitted by the Agency as required by Section 10-584.
- (o) Drivers shall keep their vehicle clean and orderly at all times.
- (p) Drivers shall be hygienically clean, well-groomed and neat and clean in appearance and suitably dressed, while on duty. Suitably dressed is interpreted to mean, at a minimum, that the driver shall wear clean trousers or knee-length hemmed shorts, shoes and socks and a shirt with a collar. T-shirts, exposed underwear, tank tops, body shirts, swimwear, jogging suits, swimming or athletic shorts, sandals, and open-toed footwear are not allowed.
- (q) Drivers must use the shortest possible route (time or distance) to the passenger's destination, unless a specific or different route is requested or approved by the passenger paying the fare.
- (r) Drivers shall accept cash, major credit cards and debit cards as a form of payment for transportation of passengers.
- (s) No driver shall use abusive language, nor be discourteous to passengers.
- (t) (1) No driver will use a cellular phone or other electronic device, with the exception of a GPS or other navigational systems and a taximeter, other than in hands-free mode, while driving the vehicle with a passenger.
 - (2) Drivers must ensure that the electronic device used as a taximeter is illuminated and visible from the passenger compartment so that passengers may ascertain the amount of the fare.
- (u) No driver will smoke cigarettes, cigars or other devices while a passenger is in the vehicle.
- (v) A driver will operate the vehicle's air conditioner at the request of the passenger, if not already operating.
- (w) No driver will transport any child five years of age or younger, unless the child's parent(s), guardian or other person responsible for the child's welfare as defined in F.S. § 39.01, as may be amended, provides for the protection of the child during transport as required by F.S. § 316.613, as may be amended.
- (x) No driver shall refuse to transport an individual with a disability because such individual is accompanied by a service animal, as defined by F.S. § 413.08(d), as may be amended, or refuse to transport a service animal that accompanies an individual with a disability, unless authorized by F.S. § 413.08, as may be amended.
- (y) All drivers shall provide documentation demonstrating that the driver's vehicle has been inspected as provided for by Section 10-583(d) to the Agency or the Department upon request. Such records may be maintained and/or provided in electronic or paper form.
- (z) All drivers shall cooperate with the Agency and/or the Department to permit inspections of vehicles to verify compliance with the requirements of this article.

(Ord. No. 18-25, § 5, 10-8-2018; Ord. No. 19-17, § 2, 6-20-2019)

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Editor's note(s)—Ord. No. 18-25, § 5, effective Oct. 8, 2018, amended § 10-585 in its entirety to read as herein set out. Former § 10-585 pertained to public vehicle driver's license requirements and derived from Ord. No. 17-22, § 10, effective Oct. 1, 2017.

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Exhibit E, Ordinance Chapter 10, Article XVI – Vehicles for Hires, Section 10-585 Public Vehicle Driver’s License (PVDL)
Tampa International Airport
Operation of Taxicab Services at Tampa International Airport