



Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

September 18, 2023

Hillsborough County  
Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622  
phone/ 813-870-8700  
fax/ 813-875-6670  
TampaAirport.com

Bobby Edwards, Director of Transportation  
Hillsborough Regional Transit Authority  
4305 East 21<sup>st</sup> Ave.  
Tampa, FL 33605

RE: Memorandum of Understanding for Temporary Use of Bus Services  
Hillsborough Regional Transit Authority  
Tampa International Airport ("Airport")

Dear Mr. Edwards,

The following constitutes a Memorandum of Understanding ("MOU") between the Hillsborough County Aviation Authority ("Authority") and Hillsborough Regional Transit Authority ("HART").

WHEREAS, the Authority has developed a *SkyConnect Outage Transportation Contingency Plan* ("Plan") which provides for an immediate response to provide alternative transportation for passengers and their baggage between the Rental Car Center, Economy Parking Garage, and the Main Terminal until normal SkyConnect services can be restored; and

WHEREAS, Authority and HART are authorized to enter into interlocal agreements under applicable Florida Law; and

WHEREAS, HART desires to support the Authority's Plan and will provide temporary bus services as outlined below.

NOW, THEREFORE, the Parties agree to enter into this MOU whereby the Authority approves the temporary use of HART buses to transport passengers in the event of an outage of the SkyConnect train, and HART agrees to provide buses for temporary use for the Authority in event of an outage of the SkyConnect train pursuant to the following terms and conditions:

## **TERM**

The term (“Term”) of this MOU will be for five (5) years, commencing on September 1, 2023 (“Commencement Date”) and ending on August 31, 2028.



## **TERMINATION**

This MOU may be terminated by HART or Authority, with or without cause, upon 30 days’ written notice to the other party.

## **DUTIES AND OBLIGATIONS**

- A. If existing Authority modes of transportation need to be supplemented, the Authority will notify HART by calling the Operations Control Center (OCC) Hotline at (813) 384-6372 to advise of a SkyConnect outage and other pertinent details (e.g. expected duration of the outage) and the Authority will provide the OCC Hotline with Authority contact information.
- B. HART will provide Authority contact information to designated HART supervisor, dispatch supervisor to the Rental Car Center to oversee the HART operation, and coordinate with Authority staff.
- C. The Authority will ensure appropriate staff are available to coordinate with HART.
- D. The Authority will ensure law enforcement support is available.
- E. The Authority will follow the direction of the dispatched HART supervisor regarding the HART buses that are available for use.
- F. HART will assist with transportation between the Rental Car Center, Economy Parking Garage, and the Main Terminal utilizing HART buses that are on layover at the Airport. HART will not be required to add additional bus capacity or call out for additional resources under this MOU. Should HART’s performance pursuant to this MOU delay any HART route serving the Airport for more than 15 minutes, the Authority will reimburse HART for any additional buses dispatched to maintain routes in schedule.

## **REIMBURSEMENT**

The Authority agrees to reimburse HART One Hundred Forty-Two Dollars (\$142.00) per bus for each hour bus service is provided to the Authority during a SkyConnect outage. The Authority also agrees to reimburse HART One Hundred Forty-Two Dollars (\$142.00) per bus for additional buses dispatched to maintain routes that serve the Airport during a SkyConnect outage. Reimbursement will be paid to HART within 30 days of each SkyConnect outage.

## INSURANCE

HART's Statement of Insurance and Certificate of Insurance are attached hereto as Exhibit "A" and incorporated into this MOU. The insurance limits and coverage noted therein will be maintained by HART throughout the Term of this MOU. In the event HART becomes in default of the Authority's insurance requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Notwithstanding any provisions in this MOU to the contrary, the insurance requirements specified in this Article may be satisfied by certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes (which provisions are not expanded, altered or waived).

Any or all of the Authority's insurance requirements may be satisfied by the maintenance of a valid program of self-insurance established and authorized pursuant to Section 768.28(16), Florida Statutes (which provisions are not expanded, altered, or waived). However, HART, by way of their self-insurance fund, agrees to pay on behalf of the Authority any amounts that the Authority is required to pay as a result of a claim which would have been covered under the Authority's required insurance but was not covered because Hart utilized a program of self-insurance to satisfy such insurance requirements. This would include any amounts that would have been covered for the Authority as an additional insured under the required liability insurance.

HART, for itself and on behalf of its respective insurers, to the fullest extent permitted by law without voiding HART's insurance, waives all rights against the Authority and the Authority's governing body, officers, volunteers, agents, and employees, for all damages or losses to the extent such damages or losses are covered by and actually paid for by any insurance maintained by HART, or any damages or losses to the extent the losses or damages would have been covered and paid for by insurance required of HART under this MOU but were not covered due to HART being permitted to satisfy the requirement using self-insurance.

HART shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by this MOU, to waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents and its employees, for damages or losses to the extent such losses or damages are covered and actually paid for by any insurance maintained by HART's contractors, subcontractors, suppliers, consultants and subconsultants at each tier.

Waiver by Authority: The Authority, for itself and on behalf of its respective insurers, to the fullest extent permitted by law without voiding the Authority's insurance, waive all rights against HART and HART's officials, officers, and employees, for all damages or loss to the

extent such damages or loss are covered by and actually paid for by any insurance maintained by the Authority.

Under no circumstances shall this waiver provision be deemed to create any waiver of rights by either HART or Authority for any loss that is not covered and actually paid for by HART's or Authority's insurance policies or that would have been covered and paid for by insurance required of HART herein but was not covered due to HART being permitted to satisfy the requirement using self-insurance.

#### Conditions of Acceptance

The insurance maintained by the HART must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

#### INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to HART's obligation to maintain insurance as set forth elsewhere in this MOU, HART 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 dispute resolution 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), errors, recklessness, intentional wrongful conduct, activities, or operations;
  3. any breach of the terms of this MOU;
  4. performance, non-performance or purported performance of this MOU;
  5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
  6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- B. 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 HART or HART's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by HART, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an 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, or volunteers. In addition to the duty to indemnify and hold harmless, HART 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, expenses, 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 the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this MOU;
4. performance, non-performance or purported performance of this MOU;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular 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 HART or HART's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by HART regardless of whether it is caused in part by HART, 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 HART by a party entitled to a defense hereunder. This duty to defend 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, or volunteers.

- A. To the extent allowed by law the Authority agrees to protect, reimburse, indemnify and hold HART, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with the Authority's negligence pursuant to this MOU; Authority's performance, non-performance or purported performance of this MOU; or any breach by the Authority of the terms of this MOU, or any such acts, omissions, negligence, activities, by officers, employees, agents, subcontractors, invitees, or any other

person directly or indirectly employed or utilized by the Authority, that results in any bodily injury (including death) or any damage to any property.

- B. In addition to the duty to indemnify and hold harmless, the Authority will have the duty to defend HART, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Authority, HART, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Authority.
- C. HART and the Authority are both subject to Florida Statutes 768.28 for sovereign immunity. Notwithstanding anything herein, neither HART nor Authority waive their right to any immunity pursuant to the Statute. The parties recognize the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledge the receipt of \$10.00 and such other good and valuable consideration provided by each party to the other in support of this indemnification in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of this MOU. Compliance with insurance requirements under this MOU shall not relieve the Authority or HART of their liability or obligation to indemnify, hold harmless, and defend the other party as set forth in this Paragraph.
- D. HART's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this MOU until it is determined by final judgment that any suit, claim or other action against HART, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- C. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- D. 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 HART of any of its obligations under this Article.
- E. If the above Articles A - D or any part of Articles A - D 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.

## SIGNATORY AUTHORITY

The Parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this MOU and each is a bona fide representative of the named party.

## **NON-DISCRIMINATION/CIVIL RIGHTS**

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

- A. Terminate this MOU,
- B. Seek suspension/debarment of HART, or
- C. Any other action determined to be appropriate by Authority or the FAA.


### **Civil Rights – General – 49 USC § 47123**

- A. **Compliance:** HART agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.
- B. **Duration:**
  - 1. This provision binds HART from the effective date through the completion of this MOU. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  - 2. This provision also obligates HART or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates HART or any transferee for the longer of the following periods:
    - a. The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    - b. The period during which Authority or any transferee retains ownership or possession of the property.

### **Civil Rights – Title VI Assurances**

- A. **Compliance with Non-Discrimination Requirements:** During the performance of this MOU, HART, for itself, its assignees, and successors in interest, subcontractors and consultants agrees as follows:
  - 1. **Compliance with Regulations:** HART will comply with the Title VI List of Pertinent Non-discrimination Statutes and Authorities, as they may be amended

from time to time, which are herein incorporated by reference and made a part of this MOU.

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2. **Non-Discrimination:** HART, with regard to the work performed by it during this MOU, 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. HART will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section(B) below, including employment practices when this MOU covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by HART for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by HART of HART's obligations under this MOU and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  4. **Information and Reports:** HART will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto relating directly to this MOU and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, HART will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Non-compliance:** In the event of HART's non-compliance with the non-discrimination provisions of this MOU, Authority will impose such MOU sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this MOU, in whole or in part.
  6. **Incorporation of Provisions:** HART will include the provisions of paragraphs one through six of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. HART will take 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, that



if HART becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, HART may request Authority to enter into any litigation to protect the interests of Authority. In addition, HART may request the United States to enter into the litigation to protect the interests of the United States.

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- B. Title VI List of Pertinent Non-Discrimination Authorities. During the performance of this MOU, HART, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
  5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
  6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, HART must take reasonable steps to ensure that LEP persons have meaningful access to HART's programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits HART from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration: HART must comply with this Section during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates HART for the longer of the following periods:

1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as Authority retains ownership or possession of the property.

## **CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

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

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

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this MOU.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU Term and following completion of this MOU.
- D. Upon completion of this MOU, keep and maintain public records required by Authority to perform the services. HART 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.

**AMENDMENT**

No change to this MOU will be effective and enforceable except as set forth herein until and unless a written amendment to this MOU has been duly authorized and executed by the Parties to this MOU.

**ASSIGNMENT**

HART will not assign its rights, duties, or obligations, in whole or in part, except with the prior written consent of Authority.

**NOTICES**

All notices or communications, whether to Authority or to HART, pursuant to this MOU hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

To Authority

To HART

(MAIL DELIVERY)

Hillsborough County Aviation Authority

Bobby Edwards, Director of Transportation

Tampa International Airport

Hillsborough Area Regional Transit Authority

P. O. Box 22287

4305 East 21st Ave.

Tampa, Florida 33622-2287

Tampa, FL 33605

OR

OR

(HAND DELIVERY)

Same as above.

Hillsborough County Aviation Authority

Tampa International Airport

5411 SkyCenter Drive

Suite 500

Tampa, FL 33607

Attn: Chief Executive Officer

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

#### **AUDITS AND INSPECTIONS**

The Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by HART under this MOU, upon prior written notice to HART.

#### **COMPLIANCE**

The rights and privileges granted HART and its authorized parties will be subject to HART's compliance with all Federal, State, and local laws, regulations, ordinances, and statutes, and Authority Rules and Regulations.

**NO AGENT/EMPLOYEE RELATIONSHIP**

Nothing herein will be deemed as creating a principal/agency or employment relationship between HART and Authority.

**APPLICABLE LAW AND VENUE**

THIS MOU WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS MOU WILL BE IN HILLSBOROUGH COUNTY, FLORIDA, OR IN THE TAMPA DIVISION OF THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA.

**AMERICANS WITH DISABILITIES ACT**

HART 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.

**AUTHORITY APPROVALS**

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

**ENTIRE AGREEMENT**

This MOU embodies the whole agreement of the Parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This MOU will supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

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

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

Signed, sealed, and delivered  
in the presence of:

LEGAL FORM APPROVED:

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence  or online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ in the capacity of Chairman, and by \_\_\_\_\_ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

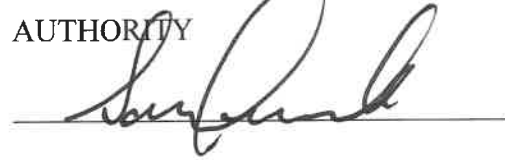
**ACKNOWLEDGED AND AGREED:**

WITNESSES:

HILLSBOROUGH REGIONAL TRANSIT  
AUTHORITY

  
\_\_\_\_\_  
Signature

Brenda Bailey  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_

DATED: 9-29-23

  
\_\_\_\_\_  
Signature

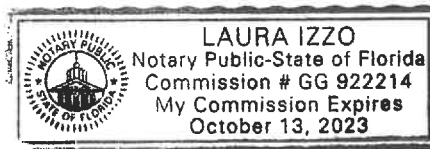
Yelena Petil  
\_\_\_\_\_  
Print Name

HILLSBOROUGH REGIONAL TRANSIT AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 2<sup>nd</sup> day of Oct, 2023, by  \_\_\_\_\_ in  
the capacity of \_\_\_\_\_, HILLSBOROUGH REGIONAL  
TRANSIT AUTHORITY, on its behalf. They are personally known to me and they did not  
take an oath.

  
\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary  
Public)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown P. O. Box 2416  Daytona Beach FL 32115	CONTACT NAME: Christina Carter	PHONE (A/C, No, Ext): (386) 252-6176	FAX (A/C, No): (386) 239-4049
	E-MAIL ADDRESS: Christina.Carter@bbrown.com		
INSURED  Hillsborough Transit Authority 1201 E 7th Ave  Tampa FL 33605-2300	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Compnay		11150
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES** CERTIFICATE NUMBER: CL2210302256 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCX 0067203 01	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate issued as Proof of Coverage.

<b>CERTIFICATE HOLDER</b>  Hillsborough Transit Authority 1201 E 7th Ave  Tampa FL 33605-2300	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# EXHIBIT A



## Hillsborough Area Regional Transit Authority

1201 E. 7th Avenue • Tampa, Florida 33605

(813) 384-6600 • fax (813) 384-6284 • www.goHART.org



### STATEMENT OF INSURANCE

**INSURED:** Hillsborough Transit Authority, a body politic and corporate, operating and existing pursuant to the authority of Sections 163.567, et seq., Florida Statutes, commonly known as HART, shall include appointed officials, departments, offices and employees thereof in their official capacity and/or while acting on behalf of Hillsborough Transit Authority, a body politic and corporate (HART)

**TERMS:** Coverage is Continuous under Sovereign Immunity, F.S. 768.28

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
<b>GENERAL LIABILITY</b> Bodily Injury & Property Damage Combined Single Limit	Per Florida Statute 768.28 \$200,000 per person \$300,000 per occurrence
Applies to any negligence by Hillsborough Transit Authority, a body politic and corporate This coverage is self-insured, managed by HART Risk Management	
<b>AUTOMOBILE LIABILITY</b> Bodily Injury & Property Damage Combined Single Limit	Per Florida Statute 768.28 \$200,000 per person \$300,000 per occurrence
Applies to any vehicle owned or leased by Hillsborough Transit Authority, a body politic and corporate This coverage is self-insured, managed by HART Risk Management	
<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>	Statutory Limits per Chapter 440, Florida Statutes, please also see attached Certificate of Insurance
Applies only to insured listed above	

This serves as information purposes only and is in no way intended to imply, extend, or confer insured status to any agents or representatives of HART, to vendors, contractors, subcontractors or independent contractors of HART, to recipient or holder of this statement.

#### **HILLSBOROUGH TRANSIT AUTHORITY**

RISK MANAGEMENT DEPARTMENT

1201 E. 7<sup>th</sup> Avenue

Tampa, Florida 33605

(813)384-6600 Fax (813)384-6298