



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

May 17, 2017

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


Eric Hart, President/CEO
Tampa Sports Authority
4201 North Dale Mabry Hwy
Tampa, FL 33607

RE: Letter of Agreement for Temporary Use of Overflow Parking Lots for
Non-NFL Events at Raymond James Stadium
Tampa Sports Authority
Tampa International Airport

Dear Mr. Hart:

The following constitutes a Letter of Agreement ("LOA") between the Hillsborough County Aviation Authority ("Authority") and the Tampa Sports Authority ("TSA") whereby the Authority grants temporary use of the land commonly known as Lots 11, 12 and 13 ("Overflow Parking Lots") as depicted on Exhibit A, entitled Overflow Parking Lots for Non-NFL Events at Raymond James Stadium, attached hereto and incorporated herein, for parking during non-NFL events held at Raymond James Stadium. Use of said Overflow Parking Lots is granted in accordance with the following terms and conditions:

- 1) The term ("Term") of this LOA will be for one year from October 1, 2017 through September 30, 2018. Should the Authority at any time during the Term require the use of all of the Overflow Parking Lots, the Authority will deliver to TSA written notice of its intent to terminate this LOA which termination shall take effect 60 days from the date of delivery of the written notice. Should the Authority at any time during the Term require the use of less than all of the Overflow Parking Lots, this LOA will be amended by letter from the Authority's Chief Executive Officer to identify the remaining Overflow Parking Lots that will be included in this LOA.
- 2) During the Term, Authority will be constructing a new Consolidated Rental Car (ConRAC) facility. The use of Lot 13 will be intermittently needed by Authority to park rental cars displaced by the ConRAC facility construction. Should any cars be parked in Lot 13 by the Authority and TSA need Lot 13 for an unanticipated event during such time, the rental cars will be moved by Authority upon 30 days' written notice from TSA to Authority detailing the reasons why such rental cars need to be moved and the anticipated time period such removal is needed.

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- 3) This LOA may be terminated by TSA, with or without cause, if TSA is not in default of any of the terms and conditions of this LOA or in the payment of any fees or other charges to the Authority, upon 30 days' written notice to the Authority.
 - 4) TSA may utilize the Overflow Parking Lots for those non-NFL events listed on Exhibit B, entitled Non-NFL Schedule of Events at Raymond James Stadium, attached hereto and incorporated herein. Should additional events be scheduled for which the Overflow Parking Lots are required, Exhibit B will be revised by letter from TSA and without formal amendment to this LOA. TSA will provide Authority's Finance and Real Estate Departments a copy of each revision of Exhibit B during the Term of this LOA.
 - 5) As consideration for the use of the Overflow Parking Lots, TSA agrees to pay to the Authority 40% of the rate charged to the customer and \$2.00 for each space used by its employees during the Term of this LOA.
 - 6) TSA will submit to the Authority's Real Estate Department on a quarterly basis, without demand, a cumulative report acceptable to the Authority (specifically referencing this LOA) of its usage of the Overflow Parking Lots for each scheduled non-NFL event specifying revenues received by TSA and amount due to Authority included with its payment and report to the Authority's Finance Department. The quarterly reports will cumulatively itemize each event listed on Exhibit B even if the Overflow Parking Lots are not utilized by TSA during those events. TSA will submit all payments required by this LOA by the 10th of the month following the end of the preceding quarter. In the event TSA is delinquent after the 10th of the month, Authority reserves the right to charge TSA interest thereon from the date the payments became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the payments became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.
 - 7) TSA will submit all payments as follows:

(ELECTRONICALLY – PREFERRED METHOD)

VIA ACH WITH REMITTANCE ADVICE TO RECEIVABLES@TAMPAAIRPORT.COM

OR

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTN: FINANCE DEPARTMENT

CC: REAL ESTATE DEPARTMENT

TAMPA INTERNATIONAL AIRPORT

P.O. BOX 22287

TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607

- 8) The Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by TSA under this LOA, upon prior written notice to TSA and within three years after the expiration of this LOA. Within 14 calendar days of Authority's written notice to TSA, TSA books and records, including the State of Florida sales tax return records, will be made available to the Authority's auditors. Other records requested subsequent to original written notice will be provided within 7 calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority's 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 that TSA may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time TSA is late in submitting requested records to perform the engagement. Accrual of the fee will continue until specific performance is accomplished.
- 9) If, as a result of any engagement, it is determined that TSA owes additional rent, fees, or other charges to Authority, TSA will pay such amounts, and Authority may assess interest up to 12% on the amount due from the date the amount was initially due.
- 10) TSA will have access to the Overflow Parking Lots six hours prior to the start of each event and will vacate the premises no later than six hours after the completion of each event.
- 11) TSA accepts the Overflow Parking Lots in "as is" condition. TSA will not make any modifications or alterations to the Overflow Parking Lots.

12) TSA agrees that it will indemnify and hold harmless the Authority, members of its Board, its officers, agents, and employees from any claims, actions, causes of action, suits in equity, demands, judgments, liabilities, losses, suits, interest, fines, penalties, damages, losses of use, costs, or expenses, including reasonable attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or property, arising out of, occasioned by, or in connection with use of the Overflow Parking Lots. This indemnity shall not extend to any claim arising out of the negligence of the Authority, its employees or agents.

13) The following minimum insurance limits and coverage will be maintained by the TSA throughout the Term of this LOA. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as additional insured.

A. Workers' Compensation/Employer's Liability: The limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	“Statutory”
Part Two:	
Each Accident	<u>\$1,000,000</u>
Disease – Policy Limit	<u>\$1,000,000</u>
Disease – Each Employee	<u>\$1,000,000</u>

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

Each Occurrence – Bodily Injury and Property Damage Combined	<u>\$1,000,000</u>
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C. Commercial General Liability – The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this LOA 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, TSA under this LOA or the use or occupancy of Authority premises by, or on behalf of, TSA in connection with this LOA. 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 2011 (01/96).

General Aggregate	<u>\$2,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Personal and Advertising Injury Each Occurrence	<u>\$1,000,000</u>

D. Waiver of Subrogation

TSA, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority’s governing body, Authority’s officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the TSA.

E. Conditions of Acceptance

The insurance maintained by TSA through the Term must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the date of this LOA and which may be amended from time to time.

14) The following provisions apply to all work performed under this LOA. Failure to comply with the terms of these provisions may be sufficient grounds to:

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


Civil Rights – General – 49 USC § 47123

A. Compliance:

TSA agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated and directly applicable to TSA 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 TSA from the effective date through the completion of this LOA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.


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- 2) This provision also obligates TSA 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 TSA 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 LOA, TSA, for itself, its assignees, and successors in interest, subcontractors and consultants agrees as follows:

- 1) Compliance with Regulations: TSA will comply with the Title VI List of Pertinent Non-discrimination Statutes and Authorities directly applicable to TSA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this LOA.
- 2) Non-Discrimination: TSA, with regard to the work performed by it during this LOA, 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. TSA will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed below, including employment practices when this LOA covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by TSA for work to be performed under a subcontract, including procurements of materials or leases of equipment relating directly to this LOA, each potential subcontractor or supplier will be notified by TSA of TSA's obligations under this LOA and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 - 4) Information and Reports: TSA will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto relating directly to this LOA 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, TSA 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 TSA's non-compliance with the Non-discrimination provisions of this LOA, Authority will impose such LOA sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this LOA, in whole or in part.
 - 6) Incorporation of Provisions: TSA will include the provisions of paragraphs one through six of this Paragraph in every subcontract, including procurements of materials and leases of equipment relating directly to this LOA, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. TSA 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 TSA becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, TSA may request Authority to enter into any litigation to protect the interests of Authority. In addition, TSA may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this LOA, TSA, for itself, its assignees, and successors in interest agrees to comply with all laws regarding non-discrimination applicable to TSA in the performance of its responsibilities under the terms of this LOA.

C. Duration:

TSA must comply with this Paragraph 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 TSA 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.
- 15) TSA agrees that its planned use of the Overflow Parking Lots will not create a public nuisance and such use will be in accordance with all federal, state and local laws, regulations, statutes and ordinances; and with applicable Authority Rules, Regulations, Policies, Standard Procedures, and Operating Directives. TSA also agrees that no activity will be allowed that, in the sole discretion of Authority, interferes with the safe operation of Tampa International Airport or that constitutes a hazard under the provisions of the Authority's Height Zoning Regulations.
 - 16) TSA will be responsible for the provision of general security for the Overflow Parking Lots during their use. The Authority assumes no responsibility for the protection of the Overflow Parking Lots at any time.
 - 17) TSA will be responsible for the collection and disposal of all trash and debris left on the Overflow Parking Lots during use by TSA.
 - 18) TSA hereby expressly covenants, warrants, and represents to the Authority, in connection with TSA's operations of the Overflow Parking Lots, the following: TSA is knowledgeable of and agrees to comply with all applicable federal, state and local environmental laws, ordinances, rules, and regulations.
 - 19) In the event of TSA's default of any terms or conditions of this LOA, and following 30 days' notice by the Authority and TSA's failure to cure, the Authority may declare this LOA to be terminated, ended, null and void, whereupon all rights of TSA pursuant to this LOA will end.

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

Please acknowledge your acceptance by signing both originals of this LOA and returning both to the attention of Susan Collins, Project Manager, Real Estate Department, as soon as possible. Upon execution by the Authority, an original will be returned to you. If you have any questions, you may contact Susan at (813) 801-6032 or by e-mail at SCollins@TampaAirport.com.

Sincerely,

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Robert I. Watkins, Chairman

Date

Approved as to form:

David Scott Knight, Assistant General Counsel
Hillsborough County Aviation Authority

**ACKNOWLEDGED AND AGREED:
TAMPA SPORTS AUTHORITY**

Date

By: _____

Its: _____

Date

By: _____

Its: _____

cc: Central Records, HCAA Nancy Rubin, HCAA Ginny Brewer, HCAA
Susan Collins, HCAA Mitch Thrower, HCAA Tony Conza, HCAA