



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

April 4, 2018

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

Tampa Electric Company
Gerry Chasse, Vice President Electric Delivery
702 Franklin Street North
Tampa, FL 33602

RE: Letter of Agreement for Temporary Use of Emergency Staging Areas
Tampa Electric Company
Tampa International Airport
Plant City Airport

Dear Mr. Chasse:

The following constitutes a Letter of Agreement ("LOA") between the Hillsborough County Aviation Authority ("Authority") and Tampa Electric Company ("Company") whereby the Authority grants temporary emergency use of the unimproved land at Tampa International Airport ("TPA") and Plant City Airport ("PCM") depicted on Exhibits A-1 and A-2 respectively, attached hereto and by this reference made a part hereof ("Premises"), for staging of repair services in preparation of or in response to an emergency situation resulting from a major storm, hurricane, or other catastrophic natural disaster. The Authority retains the right at all times to preempt Company in the use of the Premises if it deems such priority use is necessary, in the Authority's sole judgment and discretion. Use of the Premises is granted in accordance with the following terms and conditions:

1. **Effective Date.** This LOA will become effective upon execution by Company and approval and execution by Authority ("Effective Date").
2. **Term.** The Initial Term of this LOA will commence June 6, 2018 and will continue until June 5, 2019. Thereafter, the LOA may be renewed at the same terms and conditions for four, one-year terms ("Renewal Term"), if Company is not in default of any terms of this LOA, upon written notice by Company to Authority at least 60 days prior to the expiration of the Initial Term or any Renewal Term and written acceptance by the Authority's Chief Executive Officer or designee. Such Renewal Term will be effective by letter without formal amendment to this LOA.

This LOA may be terminated by the Authority, with or without cause, upon 30 days' written notice to Company. This LOA may be terminated by Company, with or without

cause, if Company is not in default of any of the terms and conditions of this LOA, upon 30 days' written notice to the Authority. In the event any such notice of termination is given, the termination of the LOA will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination.

3. Premises. Authority and Company hereby agree to Company's temporary emergency use of approximately 5.2 acres of unimproved land at TPA and approximately 11 acres of unimproved land at PCM, the general location and depiction of which are shown on attached Exhibits A-1 and A-2 respectively. Company accepts the Premises in "as is" condition.
4. Permitted Uses. Authority consents and agrees that Company and its employees, agents, contractors, suppliers, and invitees ("Authorized Parties") may enter upon the Premises for the purpose of conducting business related to Company's temporary emergency use only. Use of the Premises may occur up to 48 hours prior to the emergency situation and may continue until electrical service restoration is completed. A Company representative will verbally notify the Authority's representatives listed below to begin coordination activities for use of the Premises at least 24 hours in advance of such use.

Tampa International Airport
Airport Operations Center
(813) 870-8770

Plant City Airport
Brett W. Fay
Director of General Aviation
(813) 870-8735

-OR-

Marilyn Gauthier, C.M.
GA Manager, Operations & Maintenance
(813) 927-7571

It is agreed that no activity will be allowed that, in the sole discretion of Authority, interferes with the safe operation of either TPA or PCM or that constitutes a hazard under the provisions of Authority's Height Zoning Regulations.

The use of the Premises will be for temporary storage and staging of equipment and materials necessary to protect or restore electrical service to Company customers in preparation for or in response to an emergency situation.

5. Access. Company and its Authorized Parties may enter and have access to the Premises at all times to perform the Permitted Uses during the Term of this LOA.
6. Improvements and Alterations. Company will perform all Permitted Uses so as not to interfere with the primary functions of the TPA and/or PCM. The rights granted

herein by Authority are limited to the Permitted Uses. Company will further comply with the following:

- 6.1 **Written Approval:** Company will make no improvements, installations, repairs, or alterations whatsoever upon the Premises.
7. **Costs.** Company agrees to be solely responsible for any and all costs associated with the Permitted Uses upon the Premises.
8. **Authority's Right to Suspend Permitted Uses.** Authority retains the right to direct a temporary suspension of Permitted Uses, and Company will immediately suspend Permitted Uses upon verbal direction by Authority under the following circumstances until the cause of such suspension has been eliminated:
 - 8.1 The Authority determines in its sole discretion that Permitted Uses interfere with the primary use of TPA and/or PCM including, but not limited to, an airport emergency or other unforeseen situation.
 - 8.2 Company fails to perform Permitted Uses in accordance with this LOA, including, but not limited to, where applicable, Authority's Tenant Work Permit Program, Authority Rules and Regulations, Policies, Standard Procedures and/or Operating Directives (collectively, "Authority Rules").
9. **Restoration of Premises.** Unless otherwise mutually agreed to by the parties, at the end of the Term of this LOA, including any Renewal Terms, Company agrees that it will repair any such damages to the Premises that may have occurred in connection with any of the Permitted Uses, and will surrender up and deliver the Premises to Authority in the condition that they existed prior to the use of the Premises. If Company fails to repair any damages prior to the end of the Term of this LOA, including any Renewal Terms, Authority will have the right, but not the obligation, to repair any such damages. Should Authority elect to do so, Company will pay all such costs and expenses incurred by Authority for such repair, plus a 15% administrative charge, within 15 days from the date of the invoice for such.
10. **General Security.** Company will be responsible for the provision of security of the Premises, personal property, and all belongings of Company and the Authorized Parties during the Term of this LOA, including any Renewal Terms. Authority assumes no responsibility for the protection or security of Company, the Authorized Parties, or their property of any kind or description whatsoever at any time.
11. **Trash and Debris.** Company will be responsible for the collection and disposal of all trash and debris left upon the Premises. Authority assumes no responsibility for the collection and disposal of trash or debris left on the Premises.

12. **Company's Compliance.** The rights and privileges granted Company and its Authorized Parties will be subject to Company's compliance with any federal, state, and local laws, regulations, ordinances, and statutes, and Authority Rules.

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

13.1 **Required Coverages – Minimum Limits**

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

Part One:	Florida Statutory
Part Two:	
Each Accident	\$ 1,000,000
Disease – Policy Limit	\$ 1,000,000
Disease – Each Employee	\$ 1,000,000

B. **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, Company under this LOA or the use or occupancy of the Premises by, or on behalf of, Company in connection with this LOA. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01 or the aviation insurance market equivalent form.

Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 11 01 96 and CG 20 37 10 01.

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury each Occurrence	\$1,000,000

- C. **Business Auto Liability Insurance.** Coverage will be provided for all owned, hired and non-owned vehicles used on Authority property. Coverage will be provided on a form 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	\$1,000,000
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- 13.2 **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 LOA, waives all rights against Authority, members of Authority's governing body and Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.
- 13.3 **Conditions of Acceptance.** The insurance maintained by Company must conform at all times with Exhibit B, Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time.
14. **Indemnification.** Company agrees to protect, reimburse, indemnify and hold Authority, 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, the facilities, or in connection with Company's presence on or use or occupancy of the Premises; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this LOA; or any breach by Company of the terms of this LOA, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination

of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this LOA is executed or as may be redefined in the future) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, 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 Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of this LOA. Compliance with insurance requirements under this LOA shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Paragraph.

15. **Default.** In the event of Company's default of the terms and conditions of this LOA, and following written notice by Authority to Company and Company's failure to cure within seven (7) business days of such notice, Authority may declare this LOA to be terminated by written notice to Company, whereupon all rights of Company pursuant to this LOA will end.
16. **Signatory Authority.** The parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this document and each is a bona fide representative of the named party.
17. **No Liens.** Company will not allow any lien to be filed against the Premises or Authority's interest therein for any work provided for or on behalf of Company in connection with the Permitted Uses described herein or otherwise conducted by or on behalf of Company.

18. **No Agent/Employee Relationship.** Nothing herein will be deemed as creating a principal/ agency or employment relationship between Company and Authority.
19. **Applicable Law and Venue.** This LOA will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this LOA will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida. The parties waive any claim that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
20. **Environmental.**
- 20.1 **General Conditions.** Notwithstanding any other provisions of this LOA, and in addition to any and all other requirements of this LOA or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:
- A. Company is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
 - B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this LOA, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.
 - C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.

- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this LOA.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default" Paragraph of this LOA will be deemed a default under this LOA. Any such default that is not cured will be grounds for termination of this LOA.
- F. In entering this LOA, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

20.2 Environmental Considerations.

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this LOA by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all

federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.

- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of the LOA, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the LOA.

20.3 Hazardous Substance and Solid Waste.

- A. The term "Hazardous Substance", as used in this LOA, 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 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 hazardous 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, oil, or other petroleum hydrocarbons or volatile organic compounds; or
 - (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or

(6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

B. The term "Solid Waste", as used in this LOA, will mean:

(1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or

(2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or

(3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or

(4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

20.4 **Prior Environmental Impacts.** Nothing in this Section will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company's entry upon the Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

20.5 **Off-Site Environmental Impacts.** Nothing in this Section will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Premises.

20.6 **Petroleum Storage Systems.**

A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR

part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

20.7 Stormwater. Notwithstanding any other provisions or terms of this LOA, Company acknowledges that certain properties within the Premises or on Authority-owned land are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both

acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to “significant materials” (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining “best management practices” (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Premises and submit a copy to Authority.

- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

20.8 Environmental Inspection at End of LOA Term.

- A. At least 30 days before the expiration or early termination of the Term, including any Renewal Terms, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority’s inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The

cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances by Company or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Section.

- B. During the period of a cleanup due to the environmental condition of the Premises, Company's obligations under the existing terms of the LOA will continue in full force and effect, in addition to any other damages for which Company may be liable.
 - C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.
21. 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,
22. Non-Discrimination. These 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 of Company; or
 - C. Take any other action determined to be appropriate by Authority or the FAA.
- 22.1 Civil Rights – General – 49 USC § 47123
- A. Compliance. Company 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 Company 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.
- (2) This provision also obligates Company 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 Company 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.

22.2 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements. During the performance of this LOA, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:

- (1) **Compliance with Regulations:** Company 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 LOA.
- (2) **Non-Discrimination:** Company, 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. Company 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 22.2(B) below, including employment practices when this LOA 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 Company 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 Company of Company'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:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto 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, 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) **Sanctions for Non-compliance:** In the event of Company'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:** Company 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. Company 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 Company becomes involved in, or is threatened with litigation

by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company 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, Company, 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration. Company 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 Company for the longer of the following periods:

- (1) So long as TPA and/or PCM are used as airports, 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.

23. Amendment. No change to this LOA will be effective and enforceable except as set forth herein until and unless a written amendment to this LOA has been duly authorized and executed by the parties to this LOA.
24. Assignment. Company will not assign its rights, duties, or obligations, in whole or in part, except with the prior written consent of Authority.
25. Notices. 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 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:
(MAIL DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer

TO Company:
(MAIL DELIVERY)
Tampa Electric Company
Gerry Chasse
VP of Electric Delivery
702 Franklin Street North
Tampa, FL 33602

Or
(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4100 George Bean Parkway, Suite 3311
Landside Building, 3rd Floor, Blue Side
Tampa, Florida 33607
Attn: Chief Executive Officer

Or
Same as above

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.

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

Mr. Chasse
April 3, 2018
Page 19 of 19

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates indicated below.

Approved as to form:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

David Scott Knight
Assistant General Counsel

Joseph W. Lopano
Chief Executive Officer
DATED: _____

ACKNOWLEDGED AND AGREED:

WITNESSES:

TAMPA ELECTRIC COMPANY

Signature

Gerry Chasse, Vice President Electric Delivery

Print Name

DATED: _____

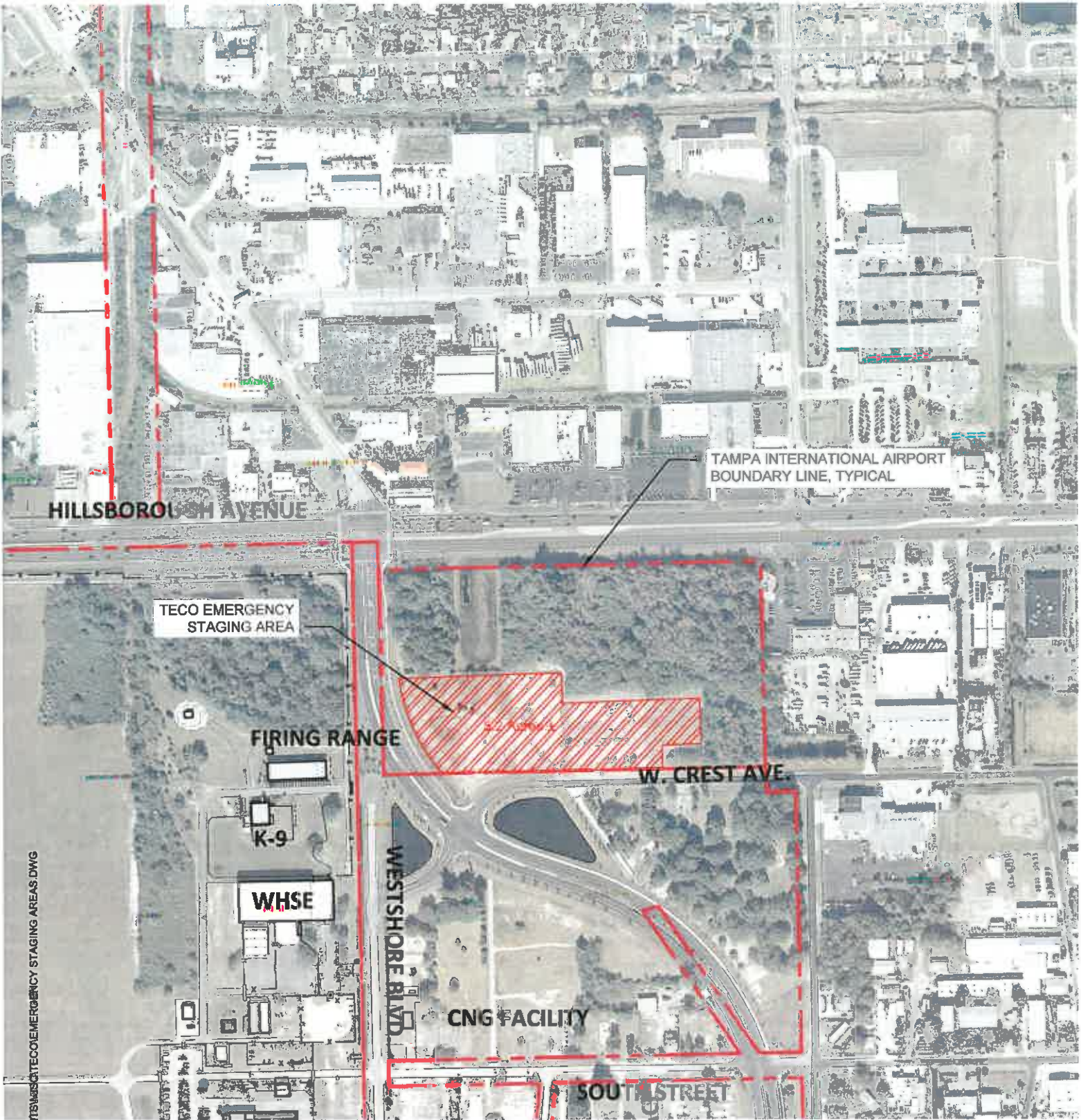
Signature

Print Name

ATTACHMENTS:

Exhibit A-1, A-2
Exhibit B

e-cc: Randy Forister, HCAA
Tony Conza, HCAA
Ginny Brewer, HCAA
Nancy Rubin, HCAA
Central Records, HCAA



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\TECO\EMERGENCY STAGING AREAS.DWG

EXHIBIT A-1
LETTER OF AGREEMENT
TECO EMERGENCY STAGING AREA



MARCH 2018

