

INTERLOCAL AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

CITY OF TAMPA

FOR

TRAFFIC SIGNAL MAINTENANCE AND OPERATION SERVICES

Term Date: January 21, 2025 through January 20, 2030

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
AND
CITY OF TAMPA
FOR
TRAFFIC SIGNAL MAINTENANCE AND OPERATION SERVICES INTERLOCAL AGREEMENT

This Interlocal Agreement for Traffic Signal Maintenance and Operation Services (hereinafter referred to as Agreement) is made and entered into this ___ day of _____ 2025 between the Hillsborough County Aviation Authority, independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (City), (collectively hereinafter referred to as the Parties).

WITNESSETH:

WHEREAS, Hillsborough County Aviation Authority is partly located within the corporate limits of the City of Tampa, Hillsborough County, Florida, and

WHEREAS, Chapter 2012-234, Laws of Florida, as amended, provides that Authority will have exclusive jurisdiction, control, supervision, and management over all airports within Hillsborough County and each municipality within the County, except any airport owned, controlled and operated by a private person; and

WHEREAS, Authority and City entered into an Interlocal Agreement for Traffic Signal Maintenance and Operation Services dated January 21, 2015, (“2015 Agreement) for City to provide maintenance and operation services and repairs for all traffic signal vehicle control devices located at Airport; and

WHEREAS, the term of this Agreement has expired and

WHEREAS, Authority desires and City agrees for the City to continue to maintain and operate the traffic signal vehicle control devices located on Authority property within the confines of the Airport and within the corporate limits of City, as identified in Exhibit C attached hereto and made a part hereof and which may be modified from time to time as provided for herein; and

WHEREAS, Authority agrees to pay City for said maintenance and operation; and

WHEREAS, the City and the Authority desire to enter into this Interlocal Agreement for Traffic Signal Maintenance and Operation Services.

NOW, THEREFORE, in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

DEFINITIONS; EXHIBITS

2.01 Definitions

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

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Agreement Documents:** The following documents are a part of this Agreement and are hereby incorporated by reference: the terms and conditions as contained in this Agreement including all exhibits, schedules, subsequent amendments and attachments thereto, executed by and between the Authority and the City.
- C. **Airport:** Tampa International Airport.
- D. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- E. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- F. **Services:** The services as detailed in Exhibit A, Scope of Work.

2.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Agreement. Exhibits may be modified by mutual consent of the City and Authority and memorialized by letter.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Fees and Payments
- C. Exhibit C, Traffic Signal Vehicle Control Device, Associated Closed-Circuit Television Camera, and Rectangular Rapid Flashing Beacon Locations

- D. Exhibit D, Authority Standard Procedure S250.06, Contractual Insurance and Conditions

ARTICLE 3

SCOPE OF WORK

3.01 City agrees to provide the goods and/or services as set forth in Exhibit A, Scope of Work, which is attached hereto and made a part hereof.

3.02 Contacts

A. Authority's Contact Person

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

B. City's Contact Person

City has designated the Smart Mobility Manager, or designee will be responsible for notifying Authority regarding required Services and will be the Authority's primary contact for Services under this Agreement.

ARTICLE 3

TERM

3.01 Effective Date

This Agreement will become effective upon execution by City and approval and execution by Authority. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Agreement commences on January 21, 2025 and will continue through January 20, 2030 unless terminated earlier as provided herein.

3.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for one (1), five (5) year period by mutual agreement and in writing by the City and the Authority's Chief Executive Officer (CEO). Such renewal will be effective by mutual written agreement of the City and the Authority CEO and approved by the City Council. If renewal is exercised, this Agreement will have a final termination date of January 20, 2035.

3.04 Early Termination

Either Party may terminate this Agreement in whole or in part, with or without cause, upon furnishing the other party at least 180 days written notice of such termination. In the event of termination, the Authority shall only pay for services rendered to date of termination for which payment has not already been received.

ARTICLE 5
FEES AND PAYMENTS

City agrees to the Fee and Payment terms as set forth in Exhibit B, Fees and Payments, which is attached hereto and made a part hereof.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

City and Authority own all documents they create, respectively.

ARTICLE 7
QUALITY ASSURANCE

City will be solely responsible for the quality of all Services furnished by City, its employees and/or its subcontractors under this Agreement. All Services furnished by City, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. City's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

7.01 Inspections

Authority, either directly or through its appropriate representative, shall have the right at all times to examine materials, equipment, and personnel practices used by City and to observe the operation of City, its agents, servants, and employees.

In the event Authority request or conducts any inspections or tests directly or by its appropriate representative and find deficiencies, Authority shall notify City of the deficiency by providing City with written inspection or test report and City shall correct such deficiencies with a reasonable time depending on the type or severity of the deficiency. However, should a deficiency be found that requires an immediate response to life safety issues, City shall immediately correct such deficiency. City shall send a written response to all comments or recommendations within 30 days of receipt of the written inspection or test report, except in instances requiring an immediate response, as reasonably determined by Authority. In the event City does not agree with the findings of Authority, a claim may be filed by City's Risk Manager to Authority's Risk Manager. Settlement negotiations agreed by the Risk Managers shall reserve a final resolution of claims relating to this paragraph. Any claims relating to this paragraph should be given consideration in light of the collaborative nature of this Agreement.

ARTICLE 8

DEFAULT AND TERMINATION

8.01 Events of Default

Either party will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein including payment.
- B. Actual fraud or willful misconduct in connection of this Agreement.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and City, and City's failure to discontinue that business or those acts within 30 days of receipt by City of Authority's written notice to cease said business or acts.
- D. Nonpayment as provided for herein.
- E. The divestiture of either parties' estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- F. The appointment of Trustee, custodian, or receiver of all or a substantial portion of City's assets; or the insolvency of either party; will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or state of the United States or of any state thereof including the filing by either party of a voluntary petition of bankruptcy or the institution of proceedings against either party for the adjudication of either party as bankrupt pursuant thereto.
- G. Violation of Florida Statute 287.133 - Concerning Activity on Contracts with Public Entities.

8.02 Remedies

In the event of any of the foregoing events of default, either party may immediately terminate the other party's right under this Agreement and the other party will remain liable for all damages suffered by either party. The exercise of this remedy does not preclude the exercise of any other remedies provided by statute or general law:

No waiver by either party at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by either

party. No delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such, right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment or acquiescence. No notice by either party will be required to restore or revive time is of the essence hereof after waiver by either party or default in one or more instances. No option, right, power, remedy, or privilege of either party will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given by the parties by this Agreement are cumulative and that the exercise of one right, power, option, or remedy will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

8.03 Continuing Responsibilities of the Parties

Notwithstanding the occurrence of any event of default, the parties will remain liable for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless either party elects to cancel this Agreement, either party will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled.

ARTICLE 9

INDEMNIFICATION

To the extent provided by Florida law, each party shall indemnify, defend, and hold harmless the other party and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the other party, its agents, or employees, during the performance of the Agreement, except that neither the City, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of the Agreement, nor shall the Authority, its agents or its employees be liable under this Agreement for any claim loss damage cost charge or expense arising out of any act, error, omission or negligent of the City or any of its officers, agents or employees during the performance of its Agreement. This shall not be construed or interpreted as consent to be sued or as a waiver of either Party's immunity beyond the terms and limits of Section 768.28, Florida Statutes.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within 14 working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

In addition to the duty to indemnify and hold harmless, the parties will have the separate duty to defend the other party, its agents, servants, volunteers, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court cost) arising out of any act, error, omission, or negligent act by the other party or any of its officers, agents, or employees during the performance of the Agreement. This shall not be construed or interpreted as consent to be sued or as a waiver of either Party's immunity beyond the terms and limits of Section 768.28, Florida Statutes.

ARTICLE 10

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

10.01 Books and Records

In connection with payments to City under this Agreement, it is agreed City will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). City will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, and records of City directly pertinent to this Agreement. City will not destroy any records related to this Agreement without the express written permission of Authority.

10.02 Financial Reports

City will within thirty (30) days of Authority request submit all financial reports required by Authority, in the form and within the time period required by Authority.

10.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within five years after the end of this Agreement, Authority, or its duly authorized representative, will provide notice to the City of the Authority's intent to perform an audit, inspection or attestation engagement over City's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by City under this Agreement for the purpose of determining compliance with this Agreement. Within 30 days of such notice, the Parties will coordinate a mutually convenient time to perform such audit, inspection or attestation engagement.

Free and unrestricted access will be granted to all of City's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement or any work order. If the records are kept at locations other than the Airport, City will arrange for said records to be brought to a location convenient to Authority's auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

City agrees to deliver or provide access to all records requested by Authority's auditors within twenty (20) calendar days of the request. The Parties recognize that Authority will

incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty.

If as a result of any engagement, it is determined that City has overcharged Authority, City will re-pay Authority for such overcharge.

The City will include in all sub-consultants and subcontractors contracts related to this Agreement a provision which provides the Authority the same rights to audit consultants and subcontractors as provided in this Article.

City agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10.4 City Right to Perform Audits. Authority agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Authority related to Authority's performance under the contract. Authority shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Authority must keep all financial records in a manner consistent with generally accepted accounting principles. Authority must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Authority's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Authority. Authority shall include this right to audit section in any subcontractor agreements entered into in connection with this contract

ARTICLE 11

INSURANCE

11.01 Insurance

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

The insurance requirements specified may be satisfied by evidence of General Liability Insurance and Auto Liability Insurance with coverage limits in accordance with or by providing certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes.

11.02 Required Coverage – Minimum Limits

A. Workers’ Compensation/Employer’s Liability Insurance

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

B. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the City under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the City in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum

limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Waiver of Subrogation

The City and the Authority, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waive all rights against each other, against members of the City's and Authority's governing boards, and against the City and Authority's respective officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Authority or the City, or any damages or loss to the extent they would have been covered and paid for by insurance required of the City, but for which the City 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 Agreement, 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 loss to the extent covered and paid for by any insurance maintained the City's contractors, subcontractors, suppliers, consultants and subconsultants at each tier.

11.03 Conditions of Acceptance

Exhibit D, Authority Standard Procuedure S250.06, Contractual Insurance Terms and Conditions, is attached hereto and incorporated herein and may be amended from time to time.

11.04 City's Self Insurance

To the extent the City is permitted to do so under Florida Statutes, the City is permitted to meet any of the above insurance requirements utilizing the City's pre-established self-insurance program. Provided that the City's self-insurance program provides all of the required coverage to the Authority and members of the Authority's governing body, Authority's officers, agents, volunteers, and employees as additional insured as if the required insurance were in place.

ARTICLE 12

NON-DISCRIMINATION

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

12.01 City will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

12.02 Civil Rights. City, with regard to the work performed by it under this Agreement, 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. City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, City, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);

- H. 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;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. 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, City must take reasonable steps to ensure that LEP persons have meaningful access to City’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits City from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

12.03 In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by City of City’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

12.04 City will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of City is in the exclusive possession of another who fails or refuses to furnish this information, City will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

12.05 In the event of City’s non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to City under this

Agreement until City complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

- 12.06 City will include the provisions of Paragraphs 12.01 through 12.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. City will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event City becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, City may request Authority to enter into such litigation to protect the interests of Authority and, in addition, City may request the United States to enter into such litigation to protect the interests of the United States.
- 12.07 City assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to City, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. City, if required by such requirements, will provide assurances to Authority that City will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 13

DISPUTE RESOLUTION

13.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term claim also includes other matters in question between Authority and City arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason City deems that additional cost or Agreement time is due to City for work not clearly provided for in this Agreement, or previously authorized changes in the work, City will notify Authority in writing of its intention to claim such additional cost or Agreement time. City will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within twenty (20) days after City first recognizes the condition giving rise to the claim or before the work begins on which City bases the claim, whichever is earlier.

- D. When the work on which the claim for additional cost or Agreement time is based has been completed, City will, within ten (10) days, submit City's written claim to Authority. Such claim by City, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, City will proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Agreement and unsettled;
 - 2. Failure of the work to comply with the requirements of this Agreement;
 - 3. Terms of special warranties required by this Agreement;
 - 4. Latent defects.

13.02 Resolution of Claims and Disputes

- A. If either party to this Agreement has reason to believe that it or the other party is in default of any provision of this Agreement, the party shall promptly notify in writing the other party. Such notification shall specify in reasonable detail the facts and circumstances constituting the alleged default. Promptly upon receipt of such notification, the Parties shall consult with each other as to what steps shall be taken to cure the alleged default or to mitigate or remedy the consequences thereof.
- B. If necessary to maintain public safety, City will proceed with the work relating to the alleged default that is the subject of the claim or dispute.
- C. Prior to the initiation of any litigation to resolve claims or disputes between the Parties, the Parties will (1) make a good faith effort to resolve any such claim or dispute by negotiation between representatives with the decision-making power, and (2) mediate the claim or dispute with a mediator approved by both the City and Authority. Both negotiation and mediation are a condition precedent to litigation.

ARTICLE 14

WAIVER OF CLAIMS

City hereby waives any claim against Hillsborough County, State of Florida, and Authority and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out. However, nothing herein shall serve as waiver of the City's rights in the event of a breach of any terms of this Agreement by Hillsborough County, State of Florida, or the Authority.

ARTICLE 15

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

City, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. City, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of City or Authority by the Federal government including but not limited to FAA or TSA. If City, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, City will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by City within 15 days from the date of written notice.

ARTICLE 16

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

City 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 Agreement.
- 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 Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the Services. City 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.

ARTICLE 17

HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

- A. No goods, merchandise or material will be kept or stored by City at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Agreement which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. City assures that all materials, equipment, and all other items used in performance of this Agreement are in compliance with OSHA.

ARTICLE 18

NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)

TO CITY:
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

CITY OF TAMPA
306 E JACKSON ST, 4E
TAMPA, FLORIDA 33602
ATTN: SMART MOBILITY MANAGER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
CITY OF TAMPA
306 E JACKSON ST, 4E
TAMPA, FLORIDA 33602
ATTN: SMART MOBILITY MANAGER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

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

ARTICLE 19

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 20

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 21

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

City will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, City will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

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

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, City will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 22

VENUE

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 23

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

City is required to complete Exhibit C, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit C for each renewal option period.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that City submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 24

RELATIONSHIP OF THE PARTIES

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

ARTICLE 25

RIGHT TO AMEND

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

ARTICLE 26

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 27

INVALIDITY OF CLAUSES

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

ARTICLE 28

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 29

COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded.

This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 30

DATA SECURITY

City does not require access to Authority networks or information for this Agreement.

ARTICLE 31

MISCELLANEOUS

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

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Harry Cohen, Assistant Secretary

BY: _____
Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael Kamprath, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

CITY OF TAMPA

Signed in the Presence of:

BY:

Jane Castor

Witness

Mayor

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

Approved as to form of legal sufficiency:

Emma Gregory

Assistant City Attorney

CITY OF TAMPA

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____ in the capacity of _____

(Individual's Name)

(Individual's Title)

at _____, a _____, on its behalf _____

(Company Name)

(type of company)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT A
SCOPE OF WORK

A. Scope of Work

This Scope of Work describes the work to be performed by City. Authority agrees to reimburse City the amount specified herein for such maintenance and operation, in accordance with Exhibit B, Fees and Payment. This amount does not include the provision of electricity or any other costs associated with the replacement of any traffic signal vehicle control equipment or closed-circuit television cameras.

1. City will furnish all labor, material, equipment, and supplies necessary for the performance of maintenance and operation services and repairs for all traffic signal vehicle control devices and associated closed-circuit television cameras located at the Airport. Any required routine repairs are included in the annual preventative maintenance rates as specified in Exhibit B, Fees and Payments.
2. City will conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other contractors. City and other contractors will cooperate with each other as directed by Authority when working in the same vicinity.
3. The traffic signal vehicle control devices and associated closed-circuit television cameras will be maintained and operated in accordance with City's standards and to the satisfaction of and acceptance by Authority.
4. City will be solely responsible for the maintenance and operation of such traffic signal vehicle control devices and associated closed-circuit television cameras.
5. City will provide adequate supervision and inspections to ensure competent performance of the work.
6. City work will be performed by service personnel directly employed by City or by City contractors under contract. The service technicians will be trained and competent in all aspects of the traffic signal vehicle control devices and associated closed-circuit television cameras.
7. City will inform Authority if service personnel will be onsite performing Work by notifying the Authority's Work Control at (813) 870-8740.
8. City will be permitted access to the traffic signal vehicle control devices and associated closed-circuit television cameras and Authority will keep areas adjacent to the traffic signal vehicle control devices and associated closed-circuit television cameras free of

extraneous material so that City can perform the work under the Agreement. Authority will promptly notify City of any unusual operating conditions at the traffic intersections.

City shall follow Institute of Transportation Engineers and Manual on Uniform Traffic Control Devices standards for maintenance and replacement of traffic control devices. Authority agrees to reimburse City in full for all equipment and construction costs associated with replacement of structures including signal poles, mast arms and associated traffic control devices damaged as a result of a crash or catastrophic event.

9. Authority may, at any time, order additions, deletions or revisions to the Work. Authority will verify all requested work by written Work Order signed by Authority. Upon receipt and acceptance of a written Work Order, City will proceed with the Work involved. All such Work will be executed under the applicable conditions of the Agreement. No work in addition to that contemplated by the Agreement will be paid for unless authorized by a written Work Order prior to the performance of such Work.
10. Extra Work will mean any work outside the limits of routine traffic signal or associated closed-circuit television camera maintenance and operation. "Routine traffic signal or associated closed-circuit television camera maintenance and operation" includes traffic signal burnouts, controller malfunctions, detection failures, minor physical damage, traffic signal timing problems, response to flashing operations and any other traffic signal or associated closed-circuit television camera issue that can be addressed by a signal or camera technician during a field response. Extra Work must be authorized by Work Order prior to commencement and the parties shall mutually agree for payment of Extra Work.
11. Any new signal construction at TPA must be done as part of any design and/or construction projects being undertaken by Authority. The City must be in the review process and will accept the new traffic signal and any associated closed-circuit television camera, and rectangular rapid flashing beacon for maintenance as part of this Agreement. Additional equipment may be added at rates established in Exhibit B, Fees and Payments.
12. Without voiding the Agreement, Authority will have the option of performing any required services on the traffic signal vehicle control devices and associated closed-circuit television cameras at the Airport. These services will include, but not be limited to, any relocation, adjustments, purchase and/or replacement of parts that may be required. City will be notified in advance of any repairs or adjustments to any traffic signal vehicle control devices. City will neither be responsible nor incur any liability that may result from Authority's work.

EXHIBIT B
FEES AND PAYMENTS

1. Annual Rates

Location	Description	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
A	Intersection of George J. Bean Parkway and Airport Service Road	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
B	Intersection of Airport Service Road and Bessie Coleman Parkway	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
C	Pedestrian Crossing on Airport Service Road	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
D	Intersection of Airport Service Road and Economy Parking Garage	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
E	Intersection of Bessie Coleman Blvd and Economy Parking Road	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
F	Post Office Parking Lot Crossing	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
G	Intersection - Rental Car Center and Airport Service Road	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
H	Closed Circuit Television Camera- SW corner of Bessie Coleman and Airport Service Road	1	\$708	\$729	\$751	\$774	\$797
I	Closed Circuit Television Camera - SW corner of Airport Service Road and Economy Parking Road	1	\$708	\$729	\$751	\$774	\$797
J	Intersection – East Post Office Parking Lot Entrance	1	\$5,720	\$5,892	\$6,068	\$6,250	\$6,438
K	RRFB- Airport Service Road and SkyCenter Drive	1	\$780	\$803	\$828	\$852	\$878
	Annual Cost		\$47,956	\$49,395	\$50,877	\$52,403	\$53,975

2. Payment and Invoicing

Maintenance operation and repair services for the intersection Traffic Signal traffic control devices, the rectangular rapid flashing beacon (RRFB), and Closed-Circuit Television (CCTV) Cameras will be invoiced on an annual basis beginning on the commencement of the Agreement and payable annually thereafter on the Agreement anniversary dates per the above Annual Rates in Section 1. New traffic signals, RRFBs, and CCTV Cameras, accepted for maintenance by the City as part of this Agreement in accordance with Attachment A, Scope of Work, Paragraph 11, will be invoiced on a pro-rated basis in accordance with the above Annual Rates in Section 1 for the months operational in the remainder of the Agreement year.

Additionally, for the entirety of the Agreement, if there is any Extra Work as described in Attachment A to the Agreement, Authority will reimburse City within 45 days upon receipt of City's invoice in the amount agreed to beforehand in the Work Order.

No money shall be payable by Authority for equipment covered hereunder which is permanently taken out of service by Authority upon prior notice to City.

If Authority executes the option for an additional five-year period, Annual Rates will be updated to reflect City's new labor and equipment Rates.

3. Taxes

As between City and Authority, Authority agrees to pay, in addition to the fees herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the traffic signal vehicle control devices to which this Agreement relates imposed by any law enacted after the date of this Agreement or imposed upon Authority by an existing law. By so agreeing Authority does not in any way admit the validity of any such tax.

EXHIBIT C
TRAFFIC SIGNAL VEHICLE CONTROL DEVICE AND ASSOCIATED CLOSED-CIRCUIT TELEVISION
CAMERA LOCATIONS

Location	Description	Quantity*
A.	Intersection of George J. Bean Parkway and Airport Service Road	1
B.	Intersection of Airport Service Road and Bessie Coleman Parkway	1
C.	Pedestrian Crossing on Airport Service Road	1
D.	Intersection of Airport Service Road and Economy Parking Garage	1
E.	Intersection of Bessie Coleman Blvd and Economy Parking Road	1
F.	Post Office Parking Lot Crossing	1
G.	Intersection – Rental Car Center and Airport Service Road	1
H.	Closed-Circuit Television Camera – SW corner of Bessie Coleman and Airport Service Road	1
I.	Closed-Circuit Television Camera – SW corner of Airport Service Road and Economy Parking Road	1
J.	Intersection – East Post Office Parking Lot Entrance	1
K.	RRFB – Airport Service Road and SkyCenter Drive	1
	Total Count:	11

*Authority shall reimburse maintenance costs for all operational traffic signals and associated television cameras only as detailed in Exhibit B, Fees and Payments.

A. Intersection of George J. Bean Parkway and Airport Service Road



viewing westward

B. Intersection of Airport Service Road and Bessie Coleman Parkway



viewing southward

C. Pedestrian Crossing on Airport Service Road



viewing eastward

D. Intersection of Airport Service Road and Economy Parking Garage



viewing northward

E. Intersection of Bessie Coleman Blvd and Economy Parking Road



viewing southward

F. Post Office Parking Lot Crossing



viewing westward

G. Intersection - Rental Car Center Entrance at Airport Service Road



viewing northward

H. CCTV – SW corner of Bessie Coleman and Airport Service Road



I. CCTV- SW corner of Airport Service Road and Economy Parking Road



J. Intersection East Post Office Parking Lot Entrance



K. RRFB – Airport Service Road and SkyCenter Drive



viewing eastward



viewing westward

Exhibit D

STANDARD PROCEDURE Aviation Authority	Number: <u>S250.06</u> Effective: <u>05/31/02</u> Revised: <u>11/16/23</u> Page: <u>1</u> of <u>11</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Enterprise Risk Management or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be

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before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general

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liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both

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parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability

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STANDARD PROCEDURE Aviation Authority	Number: <u>S250.06</u> Effective: <u>05/31/02</u> Revised: <u>11/16/23</u> Page: <u>5</u> of <u>11</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	

Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority

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Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Enterprise Risk Management or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or

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insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under subparagraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily

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injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage, bodily injury, data theft), or an extortion threat related to the company will be promptly handled, addressed and resolved by the company.

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

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the

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Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company 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 the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

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2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

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APPROVED: Joe Lopano

DATE: 11/16/23