



**ON-DEMAND TRANSPORTATION SERVICES CONCESSION AGREEMENT**

**AT**

**JACKSONVILLE INTERNATIONAL AIRPORT**

**BETWEEN**

**JACKSONVILLE AVIATION AUTHORITY  
("Authority")**

**AND**

**("Operator")**

**FOR**

**TRANSPORTATION SERVICES**

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## ON-DEMAND TRANSPORTATION SERVICES CONCESSION AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) made and entered into as of \_\_\_ day of April, 2018 by and between Jacksonville Aviation Authority, a body politic and corporate existing under Chapter 2001-319 (Sp. Acts June 5, 2001) Laws of Florida, as amended (hereinafter referred to as the “Authority”), and INSERT NAME Florida Corporation, organized under the laws of the State of Florida (hereinafter referred to as the “Operator.”)

### RECITALS

**WHEREAS**, Authority owns and operates Jacksonville International Airport, located in Duval County, Florida; and

**WHEREAS**, Authority issued a Request for Proposal, No. 18-12-43605 on February \_\_\_\_, 2018 for competitive proposals for the operation of an on-demand transportation services concession at the Airport; and

**WHEREAS**, Operator has submitted a response to Authority’s Request for Proposal for on-demand transportation services concession at the airport; and

**WHEREAS**, Operator demonstrated the ability to properly finance, operate, and manage an on-demand transportation services concession in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, Authority and Operator agree and acknowledge that the recitals herein are true and correct; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which Authority and Operator hereby expressly acknowledge, Authority and Operator hereby agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 “Airport” means the Jacksonville International Airport.

1.2 “Airport Concession Disadvantaged Business Enterprise” or “ACDBE” has the same meaning as set forth in Title 49, Part 23 of the Code of Regulations, as now enacted or hereafter amended, revised, modified or replaced by subsequent regulation.

1.3 “Airport Rules and Regulation” means the Jacksonville Aviation Authority Airport Rules and Regulations as now in existence or hereafter amended, regulating activities or operations on the Airport.

- 1.4 "Airport Terminal" or "Terminal" means the existing airline passenger terminal facility at the Airport or any expanded facilities during the Term of this Agreement.
- 1.5 "Assignment" has the meaning ascribed to it in Article 18.
- 1.6 "Automatic Vehicle Identification" or "AVI" means computer generated cards or mini-stickers issued to commercial vehicle operators for entrance to and exit from the commercial lane, as designated from time to time by the Authority at the Airport.
- 1.7 "Commencement Date" has the meaning ascribed to it in Article 3.1.
- 1.8 "Commercial Ground Transportation Operating Procedures" means the guidelines governing commercial ground transportation operators at the Airport to promote high quality ground transportation services and ensure the efficient use of the Terminal roadway and commercial lane as now in existence or hereafter amended and identified on **Exhibit "A"** ("Commercial Lane").
- 1.9 "Contract Year" means the twelve (12) month period beginning April 1, 2018 and ending March 31, 2019, and each successive twelve (12) month period thereafter until the expiration or other termination of this Agreement.
- 1.10 "Core Fleet" has the meaning ascribed to it in Article 4.1.
- 1.11 "Emergencies" means the Operator may at times of emergency be required to provide other transportation services. In such cases, the Authority shall use all reasonable efforts to provide as much notice as possible to Operator under the circumstances.
- 1.12 "Executive Director" means the Executive Director/CEO of the Authority or such other person as the Executive Director/CEO may designate from time to time. When this Agreement states that a decision is to be made or approval may be granted by the Executive Director/CEO, it means that the decision will be made in their sole and absolute discretion. In the event of a dispute in regard to any matter between Operator and Authority, the Executive Director/CEO may resolve the dispute. The Executive Director's decision shall be final in all such matters.
- 1.13 "Gross Revenues," and "Gross Revenues of Operator," means the aggregate of all charges or other fees charged by Operator on all sales made by Operator on items and revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Operator at the Airport or from the operations of Operator under this Agreement, whether for cash or credit, without any deduction for credit card discounts or credit card services, whether the same shall be paid or unpaid.

"Gross Revenues" shall include all gross revenues of Operator and/or any of its sublessees, assignees, sublicenses, or subcontractors that are doing business from any portion of the Airport premises. "Gross Revenues" shall not include: (1) sales tax collection allowance paid the State of Florida to Operator as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by Authority and Operator; (3) any refunds made by Operator to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Operator to a taxing authority; (5) tips and gratuities, and free or compensatory meals for employees of Operator; (6) fees and payments received by Operator from sublicenses, subcontractors, or sublessees, (7) rebates and volume discounts from manufacturers or distributors; and (8) proceeds from the sale of used equipment by Operator.

- 1.14 "Ground Transportation Office Space" means a facility utilized by the Operator identified as "Operations Areas" on **Exhibit "A"** for use of ground transportation Vehicles and drivers while waiting to serve airport passengers.
- 1.15 "Holding Area" means a Vehicle For-Hire staging area provided by the Authority and used to park Vehicles identified on **Exhibit "A"** prior to being called to the Passenger Loading Areas.
- 1.16 "Kiosk" means the kiosk identified on **Exhibit "A"** to be used by the Operator's Terminal Dispatchers in the operation of the Concession.
- 1.17 "Limousine" has the meaning ascribed to it in the Duval County, Vehicle for Hire, Chapter 220 Ordinance Code.
- 1.18 "On-Demand" means the On-Demand Transportation Services provided by Operator and available at the Airport, on a walk-up basis and without need for a reservation, during hours of operation, within the wait times prescribed in this Agreement.
- 1.19 "On-Demand Transportation Services" means the following for hire ground transportation services to be provided by Operator at the Airport pursuant to this Agreement: (i) Taxicab; (ii) Shuttle Vehicles; or (iii) Vehicle For Hire.
- 1.20 "Operations Areas" means the Kiosk, Passenger Loading Areas, Holding Area and Ground Transportation Office Space identified on **Exhibit "A"**, which is attached hereto and made a part hereof.
- 1.21 "Passenger Loading Areas" means those areas on the Airport designated for passenger pick-up, which is more currently described in **Exhibit "A"**, including

any improvements now or hereafter constructed thereon as such area may be changed from time to time.

- 1.22 “Per Trip Fee” means a fee charged to the Operator in the amount established by the Authority for each trip a vehicle makes from the Airport in conjunction with its service and as described in Article 2.
- 1.23 “Revenue Trips” means the total number of revenue-generating, outbound, on-demand trips generated from the Operator for a particular period of time. The number of Revenue Trips shall be based on Automated Vehicle Identification (AVI) data or any future tracking devices provided by the Airport and Operator’s documented, auditable records, including those related to non-revenue trips. In the event that Operator cannot reasonably document the number of non-revenue trips such that the number is reasonably subject to audit, Operator shall pay based on the total number of trips as measured by the Airport’s system. That number shall, however, specifically be subject to reasonable increase by the Airport in the event that it is determined that any of Operators’ permitted Vehicles did not possess an AVI tag for any relevant period or that the AVI system failed to accurately function for a period of time. In general, any adjustment shall be based on data pertaining to the same Vehicle(s) for a comparable period of time or to comparable Vehicle(s) for a comparable period of time, appropriately accounting for period-over-period changes in Revenue Trips.
- 1.24 “Shuttle Vehicle(s)” has the meaning ascribed to it in the Duval County, Vehicle for Hire, Chapter 220 Ordinance Code.
- 1.25 “Special Needs” means passengers with a disability recognized under the Americans with Disabilities Act, passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.
- 1.26 “Solicitation refers to the engaging in any in-person activities at the Airport designed or intended to persuade members of the public to use Operator’s services.
- 1.27 “Taxicab” has the meaning ascribed to it in the Duval County, Vehicle for Hire, Chapter 220 Ordinance Code.
- 1.28 “Term” has the meaning ascribed to it in Article 3.1.
- 1.29 “Terminal Dispatchers” means Operator’s employee assigned to the Airport authorized to perform on-site management functions of Operator’s, including driver supervision, vehicle inspection, and responding to passenger’s needs.
- 1.30 “Vehicle” means any Taxicab, Shuttle or Vehicle For-Hire actually used in providing outbound, on-demand transportation services to a customer under the terms of,

and authorization granted by, this Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.

- 1.31 “Vehicle Fleet Report” means an annual summary report of all the for hire ground transportation vehicles used in the operation of the Operator that sets forth certain information regarding each vehicle and a list of all vehicles to be purchased or otherwise placed into service at the Airport during the next year as ascribed to it in Article 6.
- 1.32 “Vehicle For Hire” means all Taxicabs, Shuttle, on-demand black car or limousine and any other vehicle with driver transporting passengers for a fare, fee or other charge in Duval County.
- 1.33 “Vehicle For Hire Ordinance” means the Duval County, Vehicle for Hire, Chapter 220 Ordinance Code, as now or hereafter amended and supplemented, and any successor ordinance regulating ground transportation service providers or “vehicle for hire.”
- 1.34 “Wait Time” means the amount of time measured as beginning when a passenger request a type of On-Demand Transportation Service and the time the driver begins loading the passenger and passenger’s baggage. Wait Time shall not exceed ten (10) minutes for all types of On-Demand Transportation Services.

## **ARTICLE 2** **GRANT OF CONCESSION**

- 2.1 Exclusive Concession. Subject to the terms hereof, Operator will have exclusive access to the Operations Areas to provide on-demand transportation services for the purpose of transporting outbound airline passengers with or without baggage, from the Airport to all points in Northeast Florida and South Georgia, to the extent that the Operator is authorized to operate within such areas.
- 2.2 Operations Areas. JAA hereby grants Operator a license to: (i) operation and maintenance of a Kiosk; (ii) use of Passenger Loading Areas for loading and unloading of airport passengers and their baggage; (iii) use of Holding Area and use of the Ground Transportation Office Space during the Term of the Agreement. Operator acknowledges and agrees that this Agreement is an agreement for services and nothing in this Agreement shall be construed as granting Operator any title, interest or estate in the Operations Areas.
  - (A) Operations Areas “As Is”. Operator expressly acknowledges that it has inspected the Operations Areas and that it accepts the same in its “**AS IS**” condition, together with all defects, latent and patent, if any. Operator further acknowledges that Authority has made no representations or warranties of any nature regarding the condition of the Operations Areas.



- (B) Use of Operations Areas. Operator agrees and acknowledges that the Operations Areas shall be used only for the purposes specifically set forth in this Agreement. Operator's use of the Operations Areas for purposes other than those specifically authorized herein shall constitute a material breach of this Agreement, entitling Authority to immediately terminate this Agreement and to all other remedies provided under this Agreement, by law and at equity.
- (C) Relocation from Operations Areas. Authority may require Operator to provide the services required hereunder from location(s) on the Airport other than the Operations Areas. In the event Authority determines that it is necessary or desirable for Operator to relocate its operations, Authority shall provide thirty (30) calendar days prior written notice to Operator of the required relocation. Operator shall, at no cost to Authority, relocate to the location(s) on the Airport designated by Authority for its operations hereunder upon the date set forth in Authority's written notice.

2.3 Description of General Uses and Rights. Authority hereby grants to Operator the following general nonexclusive privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth in this Agreement.

- (A) General Use of Public Airport Facilities. The general use, in common with others, of all public Airport facilities and improvements that are now or may hereafter be connected with or appurtenant to said Airport, to be used by Operator, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, and its authorized sublessees, if any, in connection with its operations hereunder. For the purposes of this Agreement, "public Airport facilities" shall include all necessary roadways, sidewalks, and or other public facilities appurtenant to said Airport made available by Authority for public use. Nothing contained herein shall in any way limit the right of Authority in its sole discretion to develop, improve, modify, abandon, discontinue or demolish any of the public Airport facilities described herein.
- (B) Right of Ingress and Egress. The right of ingress to and egress from the Operations Areas and over public roadways serving the Airport for Operator, its agents and employees, patrons and invitees, suppliers of service and furnishers of material, and its authorized subcontractors, if any. The right of ingress and egress shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport.

2.4 Services Subject to Authority Approval. All services provided and duties performed by Operator pursuant to this Agreement shall at all times be subject to the review and approval of the Authority.

**ARTICLE 3**  
**TERM OF AGREEMENT**

- 3.1 Term. This Agreement shall be for a term of three (3) years, commencing April 1, 2018 (“Commencement Date”) and terminating March 31, 2021 (the “Term”).
- 3.2 Airport’s Option to Extend. The Airport shall, in its sole discretion, have the option to extend the term of this Agreement for up to two (2) additional one-year periods by providing Operator written notice of its election not less than six (6) months prior to the then-current expiration of the Agreement.

**ARTICLE 4**  
**STANDARDS OF OPERATION**

- 4.1 Core Fleet/Vehicle Availability. (“Core Fleet”) The Operator agrees to provide a fleet of thirty (30) permitted vehicles (the “Total Fleet”) with a minimum of twenty (20) permitted vehicles dedicated for on-demand car services at the Airport commencing upon the Commencement Date (the “Core Fleet”). The Operator’s permitted vehicles will consist of vehicles with a minimum seating capacity of five (5), including the driver and shall not exceed a maximum of seating capacity of eight (8), including the driver. The remaining vehicles in (the “Total Fleet”) shall be available within 48 hours’ notice from Authority.

The Authority’s Executive Director, or designee, may authorize or require Operator to decrease or increase the size or type of the Core Fleet, by prior written notice, to reflect customer demand and insure the Operator continues to meet the service requirements of this Agreement. When considering the possibility of replacing the Core Fleet of vehicles, Operator agrees to look into the availability and feasibility of replacing those vehicles with alternative fuel vehicles.

4.1.1 Wheelchair Accessible Vehicles. The Operator agrees to provide sufficient wheelchair accessible Vehicles in accordance with the American with Disabilities Act (“ADA”) at all times to transport passengers requiring a wheelchair accessible Vehicle.

4.1.2 Dedicated Use of Vehicles. Operator shall provide the Core Fleet of vehicles which shall be dedicated solely for service to passengers arriving at Jacksonville International Airport. If customer traffic conditions warrant, Operator may make additional vehicles available to provide services for the Airport, but the number of vehicles in the Core Fleet that is dedicated solely to the Airport shall not be reduced from the level set forth in section 4.1.

4.1.3 Operations Not to Favor Either Mode. Except with respect to wheelchair accessible Vehicles, Operator shall conduct its operations under the Agreement in a manner that does not unduly favor either Taxicabs, Shuttles or Vehicles For-Hire over the other mode of outbound, on-demand service. Operator

shall, through signs and its personnel (including the drivers) clearly explain the difference between the modes of transportation without soliciting for either.

## 4.2 Minimum Service Standard

4.2.1 Requirement. Operator shall, as a minimum service requirement, provide enough Vehicles and Drivers on a daily basis to ensure that a passenger shall not wait more than ten (10) minutes maximum for an on-demand transportation service. While Operator shall endeavor to meet such standard for either Taxicabs, Shuttles or Vehicle For Hire Vehicles separately, it is required to meet that standard for all outbound, on-demand Vehicles collectively. Such Vehicles and Drivers shall be available and ready for service to customers in accordance with the conditions described in this Agreement. The minimum service requirements may be changed, so as to provide additional service from time to time, by the Airport on fifteen (15) day's prior written notice to Operation based upon the Airport's best judgement as to the public demand for on-demand transportation services and what is adequate to meet such demand. Operator shall, in any event, at all times use its best efforts to render adequate service. The Airport has the discretion to determine what constitutes adequate service. The maximum waiting time for passengers using Operator's on-demand service shall not exceed ten (10) minutes from the time the customer requests the service until the vehicle is loaded and departs the Airport. The maximum wait time for passengers requesting a wheelchair-accessible vehicle shall not exceed ten (10) minutes from the time the customer requests the on-demand service until the vehicle is loaded and departs the Airport.

4.2.2 Passenger Complaints. Questions or complaints regarding the quality of services or fares, whether raised by customers or potential customers or on the Authority's own initiative or otherwise, may be submitted to Operator for response. A response will be provided by Operator within seven (7) calendar days following submission. The Authority shall be the sole judge as to whether the conduct of any driver or of Operator's other representatives is objectionable, and if so judged, Operator shall take all steps necessary to eliminate the conditions which have occasioned such judgment. Operator shall forward to the Authority, on a monthly basis, a list of all complaints received, whether verbal or written, accompanied by a description of the resolution of any such complaints.

4.2.3 Licenses. Operator shall, at its own expense, provide and maintain in full force and effect, any and all licenses and permits required for the operation of all aspects of Operator's business.

4.2.4 Conflict. Should a conflict arise between the Operator and other operators of transportation services or other services at the Airport regarding customers, potential customers or any other issues with respect to the scope of the concession privileges, the Authority's decision on the matter shall be final and conclusive. The Operator agrees to abide by the Authority's decision.

### 4.3 Rates and Fares

4.3.1 Fares. During the first Contract Year the Operator agrees to charge the traveling public fares that are not in excess of the fares set forth on **Exhibit “C”**, attached hereto and made a part hereof. Thereafter, and during the Term of this Agreement, the Operator shall not be entitled to increase the fares set forth on **Exhibit “C”** without first obtaining the prior written consent of the Authority, which consent shall be conditioned upon an evaluation of the reasonableness of the fares to be imposed upon the traveling public. In the event of such an agreement between Operator and Authority as to an increase in the fares same shall be reflected by an amendment to this Agreement. The Executive Director may execute an amendment entered into pursuant to this paragraph on behalf of the Authority.

During the term hereof, Operator shall charge Taxicab passenger fares at rates not greater than those fares established by the Jacksonville City Council. The maximum fares, rates and charges to be charged by Operator under this Agreement shall not exceed fares pursuant to the Duval County, Vehicle for Hire, Chapter 220.423(a) Ordinance Code. The Operator shall post in prominent location(s), as approved by the Authority, copies of its fare schedule, which shall be easily readable by the public pursuant to the Duval County, Vehicle for Hire, Chapter 220.424 Ordinance Code.

4.3.2 Rates Must Be Posted. Operator shall clearly post the rates charged by either Taxicabs, Shuttles or Vehicles For Hire at Operator’s assigned dispatch location. Rates for Taxicabs shall also be clearly posted on/inside the Taxicab. Flat rates for Shuttles or Vehicles For-Hire shall be reflected in a manner – ideally with maps – that allows customers to understand how the actual rate charged is determined.

4.3.3 Surcharge Allowance. The Airport will allow Operator and its Drivers to pass on the Per Trip Fee paid under this Agreement to their passengers. The Airport will allow \$3.25 per outbound trip to be passed onto the passenger and this amount must be reflected on a generated receipt or an alternative procedure approved by the Airport. The Per Trip Fee is subject to change with notice.

4.3.4 Taxicab Meters. Taxicab Vehicles shall be equipped with a taximeter of standard construction installed pursuant to the Duval County, Vehicle for Hire, Chapter 220.212(c) Ordinance Code.

## **ARTICLE 5** **TRIP FEES, CHARGES AND ACCOUNTABILITY**

5.1 Annual Permit Activation Fee. Upon execution of this Agreement and every year thereafter, Operator will pay the Authority a Five Thousand Dollars

(\$5,000) Permit Activation Fee. Upon payment of the fee, Operator will be authorized to conduct business at the Airport.

5.2 Per Trip Fees. For the privilege of operating an exclusive on-demand transportation services concession at the Airport during the Term, Operator agrees to pay to Authority as "Per Trip Fees" for each Contract Year (i) the Per Trip Fee all as hereinafter described.

5.3 Operation Areas. At no additional expense to Operator, Authority shall provide Operator use of Operations Areas at the Airport for the direct administration and support of the Operator, which include the exclusive office and breakroom space for the Ground Transportation Office Space of approximately two thousand two hundred sixteen square feet (2,216 sq. ft.), Kiosks and Holding Area.

5.4 Payment of Per Trip Fee. Within fifteen (15) days after the beginning of each and every month throughout the Term of this Agreement, Operator shall deliver a Per Trip Fee report, for the preceding month on a form supplied by Authority and signed by an officer, a partner, or other person authorized to sign on behalf of Operator, to Authority.

5.5 Per Trip Fee Increase. Operator acknowledges and agrees that all fees herein are subject to review and adjustment by Authority. These fees will remain consistent with those charged to other ground transportation companies operating at Airport. If fees are increased Operator shall be responsible for payment of the increased fees after thirty (30) day notice from the Authority.

5.6 Unpaid Fees. Operator shall pay to Authority interest at the rate of eighteen percent (18%) per annum on any payments not made within ten (10) days after the amounts are due with such interest accruing from the due date until paid. Acceptance of late payments by Authority shall not constitute a waiver of Operator's default by Authority with respect to such overdue amount, nor prevent Authority from terminating this Agreement for default in the payment of rentals, fees or charges due to Authority pursuant to this Agreement or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law.

5.7 Place of Payments. Payments required to be made by Operator under this Agreement shall be made payable to:

Jacksonville Aviation Authority  
Attention: Finance and Administration  
14201 Pecan Park Road  
Jacksonville, Florida 32218

or to such other office or address as may be substituted therefore.

- 5.8 Taxes, Permits, Licenses. Operator shall pay (i) all costs of operating its equipment and business; (ii) any and all ad valorem, sales, use, or other taxes, fees or governmental charges, levied or assessed upon or with respect to the Premises or improvements or property Operator places thereon and any assessed against the operation of the business and any ad valorem, sales, use, or other taxes, fees or governmental charges levied or assessed or with respect to this Agreement whether billed to Authority or to Operator; and (iii) Operator shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of its business at the Airport, and copies of all such permits, certificates, and licenses shall be forwarded to Authority.
- 5.9 No Set Off. The Operator acknowledges that, through the date hereof, it has no claims against Authority with respect to any of the operations of the Operator at the Airport, or any of the matters covered by this Agreement or any other agreement it may have, or previously had, with the Authority, and it has no right of set off or counterclaims against any of the amounts payable by Operator to Authority under this Agreement or any other Agreement it may have with the Authority.
- 5.10 Other Fees and Charges. Operator acknowledges that Authority has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by Authority and not leased to or specifically provided to Operator hereunder, and the procedures relating to payment of same. Operator shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by Authority.
- 5.11 Additional Rent and Charges. If Authority is required or elects to pay any sum or incur any obligations or expense by reason of the failure, neglect or refusal of Operator to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Operator contrary to said conditions, covenants or agreements, Operator agrees to pay the sum or sums so paid by the Authority or the expense so incurred by the Authority, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become recoverable by Authority in the same manner and with like remedies as if it were originally a part of the privilege fees and/or rent payable under this Agreement. All such sums of money shall be paid by Operator within ten (10) calendar days after written demand therefore.
- 5.12 Dishonored Check or Draft. If Operator delivers a dishonored check or draft to Authority in payment of any obligation arising under this Agreement, Operator shall incur and pay a service charge in the amount established by Authority from time to time. In such event, Authority may require that future payments be made by cashier's check or other means acceptable to Authority.

- 5.13 Net Agreement. This Agreement in every sense shall be without cost or expense to Authority including without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Operations Areas.
- 5.14 Employee Parking Facilities. Authority, while providing parking facilities to Operator's employees in common with employees of other operators and users of the Airport, retains the right, at the sole election of Authority, to impose a reasonable charge for the privilege of utilizing these parking facilities.
- 5.15 Books of Accounting and Auditing.
- (A) Accounting Records. Operator shall keep, throughout the Term of this Agreement all books of account and records customarily used in this type of operation, and as from time to time may be required by Authority, in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and made available for such period of time as provided herein unless otherwise approved by Authority. Authority or its authorized representative at all times throughout the Term of this Agreement and for up to five (5) years following expiration or termination of this Agreement, shall have the right to audit and examine, and make copies of, during normal working hours all such records and books of account relating to Operator's operations hereunder, provided that Operator shall not be required to retain such books of account and records for more than five (5) years after the expiration or termination of this Agreement. If the books of account and records are kept at locations other than the Airport, Operator shall arrange for them to be brought to a location convenient to the auditors for Authority in order for Authority to conduct the audits and inspections as set forth in this Agreement. Storage of such records will be at Operator's sole expense.
- (B) Annual Reports. On an annual basis, the Operator shall provide to the Authority a report that covers all Trip Fees from Operator's operations and the operations of any subcontractors or management companies of Operator at the Airport. The annual report shall be prepared and certified by the chief financial officer of Operator. The annual report shall be filed with the Authority within ninety (90) calendar days after the end of each year and within ninety (90) calendar days following the expiration or any termination of the Agreement. If the annual report reflects an overpayment or underpayment from Operator, such amount will be credited or invoiced to the Operator's account and any amounts owed to Authority shall be due and payable within thirty (30) days of billing. The annual report shall include the following:
- (1) A schedule of all trips by category and by month;

- (2) A schedule of trips by category upon which the monthly payments to the Authority are computed and a list of payments to the Authority for the Contract Year;
- (3) A calculation to determine the trip fees payable to the Authority during the Contract Year covered by the report.

(C) Audits by Authority. Notwithstanding any provision in this Agreement to the contrary, Authority or its representative(s) may at any time perform audits of all or selected operations performed by Operator under the terms of this Agreement. In order to facilitate the audit performed by Authority, Operator agrees to make suitable arrangements with the Authority or its representatives(s) to make available at the Airport any and all working papers relevant to the audit performed by Authority or its representative(s). Authority or its representative(s) shall make available to Operator a copy of the audit report prepared by or on behalf of Authority. Operator shall have fifteen (15) business days from receipt of the audit report from Authority or its representative(s) to provide a written response to Authority regarding the audit report. Operator acknowledges and agrees that failure of Operator to submit a written response to the audit report in accordance with the requirements of this Article 5.15 shall constitute acceptance of the audit report as issued.

5.16 Utilities. Authority shall pay for the Operators electricity use in the Kiosk. Operator shall be responsible for any other utilities used by Operator in the Holding Area and Ground Transportation Office Space, all such utilities shall be segregated by a separately metered account in Operator's name and Authority shall not be responsible for payment of any utility service used by Operator other than electricity use as provided above.

5.17 Security for Payment.

(A) Operator shall, upon execution of this Agreement, post a security deposit with Authority in an amount of One hundred thousand dollars (\$100,000.00) ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Operator hereunder. At the Authority's option, the Security Deposit shall be in the form of: (i) cash; (ii) an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the Authority; or (iii) a Performance Bond ("Bond"), in form and substance satisfactory to Authority.

(B) In the event of any failure by Operator to pay any sums, rentals or charges to Authority when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all



amounts owed. Upon notice of any such draw, Operator shall immediately replace the Security Deposit with cash, a new Letter of Credit or a new Bond, as applicable, in the full amount of the Security Deposit required hereunder.

- (C) If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the term of this Agreement, and for a period of six (6) months following the expiration or termination date of this Agreement. If a Bond is posted, then the Bond shall be kept in full force and effect throughout the term of this Agreement and for a period of six (6) months following the expiration or termination date of this Agreement. If Operator posts a cash deposit, then such cash deposit shall be retained by Authority throughout the term of this Agreement and for a period of six (6) months following the expiration or termination date of this Agreement.
- (D) If applicable, not less than sixty (60) calendar days prior to any expiration date of the Letter of Credit or Bond, the Operator shall submit evidence in form satisfactory to Authority that said security instrument has been renewed. A failure to renew the Letter of Credit or Bond, as applicable, or to increase the amount of same if required by the Authority, shall (i) entitle the Authority to draw against the full amount of such Security Deposit, and (ii) be a default of this Agreement, entitling Authority to all available remedies. The Security Deposit shall not be returned to Operator until all obligations under this Agreement are performed and satisfied. Prior to consent from Authority to any assignment of this Agreement by Operator, Operator's assignee shall be required to provide a Security Deposit to Authority in accordance with the terms and conditions of this Article 5.17. The obligations arising under this Article 5.17 shall survive the expiration or termination of this Agreement.

## **ARTICLE 6** **OPERATIONAL STANDARDS**

6.1 **Core Fleet Condition.** The Operator shall provide, supply and maintain suitable modern air conditioned sedans or vans of good quality, in such number as may be needed, but in no event less than the quantity and types described on **Exhibit "B"**, which shall be ready for use and immediately available at the Airport to provide transportation for all persons using the Terminal facilities at the Airport. Such vehicles shall be sufficient in quantity to meet all of the airport on-demand requirements of the Terminal, but in no event less than the quantity and types described on **Exhibit "B"**.

- (A) The Operator shall maintain its vehicles and other equipment in a clean, first-class operable condition and repair and Operator shall at all times

provide efficient and courteous service to the public. During the Term of this Agreement, vehicles shall be replaced by Operator, as age and condition warrant. Vehicles shall be plainly marked and identified as to their purpose and function.

- (B) Use of buses of any kind is strictly prohibited. Use of any vehicle having a seating capacity in excess of fifteen (15) persons (excluding the driver) is prohibited.
- (C) Prior to first (1<sup>st</sup>) day of each Contract Year throughout the Term, Operator shall provide to Authority a Vehicle Fleet Report summarizing by vehicle category, the make and model of each vehicle, the date each vehicle was titled new, the vehicle's license number, the anticipated replacement date of each vehicle, each vehicle's passenger capacity, and a list of all vehicles to be purchased or placed into service at the Airport during the next year. Should Authority at any time determine that a vehicle is unsuitable for the operation of the Operator, Operator shall immediately, upon notice from Authority, remove the vehicle from service until such time as all deficiencies have been corrected and provide an acceptable replacement vehicle during such period.

- 6.2 Hours of Operation and On-Demand Transportation Services Requirements. Operator's On-Demand Transportation Service shall be available from the Airport one (1) hour before the first scheduled arrival flight and one (1) hour after the last scheduled arrival flight, seven days per week, including holidays, during the Term. If there are delays and or diversions at the Airport, it is required that the On-Demand Transportation Services maintain vehicles in the Operations Areas during the timeframe. Operator shall provide on-demand transportation services to serve all flights conducted by certified air carriers, foreign air carriers, and commuter air carriers at Airport, and shall adequately meet all demands for such traffic.
- 6.3 Internet Reservation System, Dispatch System and Communications. The Operator shall provide, at its own expense, an internet reservation system and dispatch system to be used to provide the service required under this Agreement. Operator shall provide, at its own expense, a communications system between the Holding Area and Kiosk.
- 6.4 Most Direct, Safest Route. In providing service under this Agreement, Operator's Drivers shall operate their Vehicles and transport their passengers via the most immediate and safest route.
- 6.5 Vehicle Identification. Prior to beginning operations under this Agreement, the Operator at its sole cost and expense shall have its Vehicles appropriately permitted, painted and permanently marked. All vehicle markings shall be professionally painted or applied if affixed as a decal. Authority shall have the right to approve any vehicle color or design of lettering, logos, roof lights or other

distinguishing markings. At no time shall any driver or other employee of Operator be permitted to place on or in a vehicle any signs, decals, stickers, photographs, decorations, or other such personal effects unrelated to the operation of the Operator.

#### 6.6 Employees/Subcontractors/Independent Operators.

- (A) Executive Director's Authority to Request Reassignment. In the event that any of Operator's employees/subcontractors/independent operators, while on duty at the Airport, engages in behavior or acts in a manner deemed inappropriate, Operator shall, upon receipt of notice of such behavior, regardless of the source of such notice, investigate the reported incident and take such actions as necessary to assure that such behavior or acts cease. If at any time Operator receives written notice from the Executive Director regarding such behavior or acts by an employee/subcontractor/independent operator of the Operator committing gross misconduct, Operator shall, upon Authority request, immediately and permanently take such steps to reassign such persons from picking up customers at the Airport the employee/subcontractor/independent operator at the Airport.
- (B) Improper Conduct. Operator shall all times retain qualified, competent and experienced employees and representatives at the Airport to conduct its operations. Operator's employees and representatives who are expected to communicate with the public and Authority staff shall be able to read, write and communicate orally in clearly understandable English. Under no circumstances shall any employee or representative of Operator's engage in loud or boisterous conversation, profanity, gambling or fighting at the Airport.
- (C) Training Program. Operator shall provide to Authority for its approval a detailed summary of the training program to be successfully completed by operator's terminal dispatchers and drivers. Operator shall provide its drivers the appropriate training in assisting wheelchair-accessible customers to and from vehicles. Operator shall, at its sole cost and expense, require all terminal dispatchers and drivers to have successfully completed the training program, and shall advise all terminal dispatchers and drivers that their continued employment as a part of the operation is conditioned upon their successful completion of this program. All terminal dispatchers and drivers hired shall, as a condition of their employment, successfully complete the program within thirty (30) days of their date of hire. Each year throughout the Contract Year, Operator shall provide Authority a complete list of all terminal dispatchers and drivers who have successfully completed the program.
- (D) Uniforms. Employees must be in uniforms and must wear nametags at all times when on duty. All uniforms and nametags shall be subject to approval

by Authority. Operator shall at all times be responsible for the neat appearance, courtesy, and efficient conduct of all Operator's employees and representatives. At the discretion of Operator and subject to Authority's approval, the drivers of the Vehicles shall be suitably dressed in a manner indicative of limousine services.

- (E) Operator shall ensure that all of its drivers shall be and remain compliant with the Duval County, Vehicle for Hire, Chapter 220 Ordinance Code, as new in effect or as may hereafter be amended, and with all applicable laws, rules and regulations. Drivers shall pick up passengers only in the Passenger Loading Areas. Drivers and their vehicles shall remain away from the Passenger Loading Areas until such time as the dispatch has requested that the driver and vehicle proceed to one of the Passenger Loading Areas. Dispatchers shall not dispatch more vehicles to the Passenger Loading Area than can be accommodated in the seven (7) parking spaces unless otherwise authorized by the Authority during periods of unusually heavy demand. Drivers shall not leave their vehicles unattended in the Passenger Loading Areas.
- (F) Each driver must possess and prominently display on the dash of the vehicle, a picture identification containing name of driver and company name.
- (G) At no time shall any of Operator's employees or representatives solicit passengers in any manner or attempt to divert passengers from their chosen mode of ground transportation. Nor shall any employee pay or otherwise induce a skycap or other person to do so on their behalf.

6.7 Loading and Unloading Passengers. The Operator shall load and discharge passengers at such points on the Airport as may be designated by the Authority or its authorized representative. Operator shall comply with the Authority's current and future Commercial Ground Transportation Operating Procedures. The Passenger Loading Areas are shown on **Exhibit "A"**. Such areas may be changed by the Authority from time to time pursuant to Section 2.2(C) hereof.

6.8 Notification of Problems. Operator shall immediately notify Authority when problems occur with respect to any safety, facility, or security issues.

6.9 Pre-arranged Transportation. Operator may provide pre-arranged transportation in accordance with the Ground Transportation Operating Procedures provided that Operator shall be required to use the designated pre-arranged facility and check in with the ground transportation booth dispatcher.

6.10 Automatic Vehicle Identification. Operator shall use AVI to provide service under this Agreement issued by Authority only for entrance into and exit from the Commercial Lane. Operator will be issued the same number of AVI's as vehicles

in the airport fleet at a cost of Twenty Dollars (\$20) per AVI, non-refundable. Thereafter, new, lost, stolen, or damaged AVI's shall be replaced or issued at a cost of Twenty Dollars (\$20) per AVI, non-refundable. Request for issuance of new AVI must be in writing from the Operator to the Authority requesting additional AVI's with justification. The Authority may approve or disapprove the request. AVI fees are subject to change by the Authority.

- 6.11 Vehicle Activity Tracking. Operator shall implement and continuously maintain over the term of the Agreement a real-time/near-real time vehicle activity tracking system that captures each trip provided under the Operator, including, fields for trip type, driver-id, date, trip start time, trip end time, trip end location, trip fare, passenger count, license plate and wheelchair trip.
- 6.12 Customer Service Portal. Operator shall implement and continuously maintain over the term of the Agreement an electronic customer service platform or app – consistent with that identified in its proposal – that allows customers to provide feedback on the service provided by Operator, its Drivers and Vehicles, all of which data shall be provided to the Airport.
- 6.13 Airport Tracking Software. The Airport may elect to implement a ground transportation software tracking solution that may provide Airport staff with oversight from a computer or mobile app and an enhanced ability to manage, enforce, bill, track and audit Operator's operations. Operator agrees that it will reasonably cooperate with the Airport in the implementation of any system, specifically including the ability to have a one-way (Operator to Airport) API with the technology solution(s) required by this Section 6.13.
- 6.14 Management Plan. Operator agrees to implement a management plan which includes at a minimum the following: staffing chart with supervisory contact information, dispatch plan in sufficient detail to describe procedures and management controls to ensure equitable dispatch policies are adhered to, audit program of driver performance and vehicle condition/appearance, customer services/restrictions and complaint resolution procedures. Operator further agrees to update or revise such management plan, if directed by the Authority, and submit such updated management plan for approval of the Authority. Operator shall not modify or deviate from the approved management plan without the prior written approval of the Executive Director. The burden of establishing compliance with the management plan rests with the Operator and failure to comply with the management plan approved by the Executive Director shall be a default under this Agreement, entitling the Authority to exercise any and all remedies available.
- 6.15 Accommodation of Disabled. The Operator shall ensure that an equipped vehicle is available to the Airport for purposes of transporting disabled persons from the Airport. Such vehicle shall be operated by an appropriately trained driver. The vehicle shall be readily available to the Airport. Fares to the public for the use of this vehicle shall be at the same rates as approved for other vehicles in Operator's

fleet. In the event that the assigned vehicle is in use, the Operator shall use its other resources available to ensure that such on-demand transportation services for transportation of disabled persons is available at all times. The provisions of this Section are in addition to (and not a limitation of) any other requirements that may be imposed by applicable federal, state, or local laws or regulations, including without limitation, the Americans with Disabilities Act of 1990, and Title IV Code of Federal Regulations, Parts 27 and 37.

- 6.16 Advertising. The display of advertising on or in Vehicles is strictly prohibited.
- 6.17 Revision of Procedures and Standards. All procedures and standards shall be subject to change by Authority at any time in order to conform to such procedures and standards to any requirement of federal, state, or local statutes, ordinances, rules, or regulations. In addition, all procedures and standards shall, in the reasonable discretion of the Executive Director, be subject to reasonable change at any time and from time to time.

## **ARTICLE 7** **MAINTENANCE STANDARDS**

- 7.1 Maintenance and Repairs. Operator is responsible for all maintenance and repairs of the Operations Areas of any nature except:
- a. Structural repairs to the roof, floor, exterior walls and windows of the Commercial Ground Transportation Building.
  - b. All HVAC supply mains, and electrical power supply of the Commercial Ground Transportation Building.
- 7.2 Water Leakage. Authority shall not be liable to Operator for any damage to trade fixtures or personal property of Operator in the Operations Areas caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment. Furthermore, Authority shall not be liable to Operator for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of any Operations Areas, unless (i) Authority has had reasonable opportunity to perform repairs after being notified in writing of the need for same Operator; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Operator or any of its agents, employees, representatives, or invitees.
- 7.3 Janitorial and Cleaning Services. Operator shall provide at its expense such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Operations Areas. Operator also agrees to keep and maintain the interior and exterior of its Operations Areas in a clean, neat and sanitary condition, and attractive in appearance, at its sole cost and expense.

- 7.4 Operator's Responsibilities. Operator shall maintain and make necessary repairs to the interior and exterior of its Operations Areas and the fixtures and equipment therein and appurtenances thereto.
- 7.5 Service Lines. Operator shall keep and maintain in good condition all service lines and electrical equipment and fixtures located at or in its Operations Areas.
- 7.6 Quality of Repairs. All repairs done by the Operator or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by the Authority or by federal, state and local authorities having jurisdiction over the work.
- 7.7 Inspection Right. Authority may inspect the Operations Areas at any time to determine whether Operator has complied with and is complying with the terms and conditions of this Agreement and other enumerated health and operational standards. Upon written notice by Authority to Operator, Operator shall perform the required maintenance or repair needed to meet the standards of this Agreement. The Authority shall reasonably judge the Operator's performance under this Article as to the quality of maintenance and repair. If Operator has not made a good faith effort, as determined by Authority, to begin to perform the maintenance or repair within ten (10) calendar days after receipt of Authority's written notice and to diligently pursue the same to completion. Authority shall have the right to enter the Operations Areas and perform the necessary maintenance or repair, and Operator hereby expressly agrees that it shall fully assume and be liable to Authority for the payment of the costs, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair costs, plus the administrative overhead, shall be due and payable within ten (10) days of Authority's invoice thereof.
- 7.8 Failure to Make Repairs or Undertake Maintenance. If, (i) within ten (10) calendar days as to non-emergency, and (ii) within reasonable time as to emergency situations, Operator refuses or neglects to undertake any maintenance, repair or replacements requested by representatives of Authority, or if Authority is required to make any repairs necessitated by the negligent acts or omissions of Operator, its employees, agents, representatives, invitees or licensees, Authority shall have the right to make such repairs on behalf of and for Operator. Such work shall be paid for by the Operator within ten (10) days following demand for said payment at the cost to the Authority, plus twenty-five percent (25%) administrative overhead.
- 7.9 Trash and Garbage. Operator will provide for timely and adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Operator's operations. Operator, at its sole cost and expense, all waste, garbage, rubbish, and/or refuse as often as necessary to maintain compliance with provisions of this Article 7.9. Operator agrees not to deposit same on any part of the Airport. Operator agrees to provide and use suitable cover receptacles for all garbage, trash and other refuse in its Operations Areas. Piling of boxes, cartons, barrels, seats, tires or similar items shall not be permitted in the public viewing area

or around the Commercial Ground Transportation Building. Operator shall maintain the Operations Areas in a neat, orderly and clean condition. There shall be no food, papers, or rubbish visible at any time.

- 7.10 Rodents, Insects and Pests. Operator agrees to provide adequate control of rodents, insects, and other pests in its Operations Areas. In the event that Operator's rodent, insect and pest control is not acceptable or sufficient, Authority may seek to control such rodents, insects and pests by other means. Operator agrees to reimburse Authority no later than ten (10) calendar days following demand for any expenses incurred by Authority due to conditions within Operator's Operations Areas. In the event Operator fails to reimburse Authority within ten (10) calendar days, Operator shall reimburse Authority for costs expended plus twenty-five percent (25%) administrative overhead.
- 7.11 Damage to Persons and Property. Authority shall not be liable to Operator for any damage to persons or property of any kind caused by damaged or disrepair to the Operations Areas, unless Authority has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Operator; and any such damage or disrepair was not due to negligence of Operator or any of its agents, employees, representatives, or invitees.
- 7.12 Security. Operator acknowledges and accepts full responsibility for the security and protection of the Operations Areas now existing or hereafter assigned to Operator, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all Airport Rules and Regulations of Authority and of any and all other governmental entities that now or may hereafter have jurisdiction over such security issues. Operator fully understands that the police security provided by Authority is limited and that any special security measures deemed necessary or desirable for additional protection shall be the sole responsibility of Operator and shall involve no cost to Authority.
- 7.13 Contact Number. Operator shall provide the Authority with emergency telephone numbers at which Operator's manager may be reached on a 24-hour basis.
- 7.14 Emergency Evacuation and Hurricane Plans. Upon request by Authority, Operator shall provide Authority emergency evacuation and hurricane plans consistent with the Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Operator, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by Authority. Operator shall provide Authority copies of all changes, modifications, revisions and updates to its emergency evacuation and hurricane plans.
- 7.15 If applicable, the Operator is required to attend quarterly performance meeting that will be held at a time and place to be designated by the Authority. The intention of this meeting is to provide a forum for the Authority and the Operator to identify areas of concern so they can be resolved in a timely manner. The Authority may elect to switch to monthly meeting during the term of the contract period.



## ARTICLE 8 INSURANCE

Operator shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 8 nor Authority's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Operator under this Agreement.

8.1 Insurance Requirements. Operator shall procure and maintain the following types and amounts of insurance for the term of the Agreement. All insurance shall be issued by a company acceptable to the Authority and authorized to do business in the State of Florida.

- (A) Comprehensive General Liability Insurance. Operator shall maintain Comprehensive General Liability Insurance providing said coverage (primary and or excess/umbrella) it shall include premises, operations, independent contractors, personal injury including, but not limited to, the liability assumed by the Operator under the hold harmless provision of this Agreement. Said policy or policies shall cover loss or liability for damages in an amount not less than One Million Dollars (\$1,000,000), combined single limit, for each occurrence for bodily injury, death or property damage occurring by reason of the Operator's operations in, on or about the Airport. The Authority shall be named and endorsed an additional insured.
- (B) Business Automobile Liability. Operator shall maintain Business Automobile Liability Insurance (any vehicle, including owned vehicles, non-owned vehicles, golf carts and hired vehicles) excluding uninsured/underinsured motorist, in the amount of \$1,000,000 combined single limit for death, bodily injury and property damage. PIP insurance benefits that meet the minimum coverage amounts required of Vehicle For-Hire under Florida Statutes. Uninsured and underinsured vehicle coverage as required by Florida Statutes.
- (C) Worker's Compensation Insurance & Employers Liability. Operator shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.
- (D) Umbrella or Excess Liability. Operator may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the Commercial General Liability and Business Auto

Liability. Operator agrees to endorse Authority as an “Additional Insured” on the Umbrella or Excess Liability, unless the certificate of insurance states the Umbrella or Excess Liability provides coverage on a pure “True Follow-Form” basis.

- (E) Additional Insured Endorsement. Operator shall endorse Authority as an Additional Insured on each liability insurance policy required to be maintained by Operator, except for Worker’s Compensation and Business Automobile Liability insurance policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read:

Jacksonville Aviation Authority  
c/o: Business Development  
14201 Pecan Park Road  
Jacksonville, Florida 32218

- 8.2 Certificate of Insurance. Operator shall provide Authority with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Operator shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 8.3 Waiver of Subrogation. Operator agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss Agreement to waive subrogation without an endorsement, Operator shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Operator enter into such an Agreement on a pre-loss basis.
- 8.4 Deductibles, Coinsurance, & Self-Insured Retention. Operator shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy. The Operator agrees any Self-Insured-Retention or deductible(s) shall not exceed Twenty-Five Thousand Dollars (\$25,000).

- 8.5 Right to Review or Reject Insurance. Authority's Risk Management may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverage's or endorsements, required by this Article 8 from time to time throughout the Term of this Agreement. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Operator a written notice of rejection, and Operator shall comply within thirty (30) days of receipt of the notice. In addition, Authority may require such additional types and amounts of insurance reasonably deemed necessary by Authority's Risk Management.
- 8.6 No Representation of Coverage Adequacy. Operator acknowledges the limits, coverage's and endorsements required by this Article 8 are intended to minimize liability for Authority. Operator agrees that it will not rely upon the requirements of this Article 8 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Operator against any loss exposures, whether as a result of this Agreement or otherwise.

## **ARTICLE 9**

### **IMPROVEMENTS AND STRUCTURAL ALTERATIONS**

- 9.1 Improvements. Operator shall make no alterations or improvements to the Operations Areas without the prior written consent of the Authority. Operator shall, at its sole cost and expense, install all improvements and trade fixtures necessary and customary for the operation of an on-demand transportation services concession within the Operations Areas in accordance with the requirements of this Agreement.
- 9.2 Conditions When Consent to Improve Given. If Operator requests permission to make improvements or alterations, and permission is granted, Operator shall comply with any restrictions or conditions imposed by Authority with respect to the improvements and shall also: (i) obtain all required permits and licenses necessary to comply with applicable zoning laws, building codes, and other laws or regulations of any appropriate governing body; (ii) require that all contractors and subcontractors who are to perform work qualify and be approved by Authority; and (iii) post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements. In addition to any restrictions or conditions, Operator agrees to pay all costs and expenses necessary to design and construct the Authority-approved alterations or improvements, and to maintain at its expense the Operations Areas and any improvements, equipment, or displays within the Operations Areas in a good state of repair and preservation.
- 9.3 Title and Ownership of Improvements. All improvements of whatever kind or nature that are, under the laws of the State of Florida, part of the realty, including but not limited to, all equipment installed therein, heating and air conditioning equipment, interior and exterior light fixtures, Kiosks and all other permanent improvements

that become part of the realty placed upon the Operations Areas, with or without consent of Authority, shall: (i) become a part of the Operations Areas; (ii) become the property of Authority upon expiration or termination of this Agreement; and (iii) remain on the Operations Areas unless otherwise directed by the Authority.

- 9.4 Title and Ownership of Personal Property. Title to all personal property, furnishings, and trade fixtures shall be and remain with Operator, and may be removed from the Operations Areas at any time, provided Operator is not then in default under this Agreement, and further provided Operator exercises care in the removal of same and repairs any damage to the Operations Areas caused by said removal.

## **ARTICLE 10** **RELATIONSHIP OF THE PARTIES**

Operator, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible thereof.

## **ARTICLE 11** **INDEMNIFICATION**

Operator agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, board members and officers and each of them (collectively, 'the Indemnities'), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which any of the Indemnities is named or joined, arising out of, or related to this Agreement or Operator's use or occupancy of the Operations Areas, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) arising out of or incident to or in connection with Operator's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Operator or any breach of the terms of this Agreement. Operator further agrees to hold harmless and each of indemnify the Indemnities for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Operator's activities or operations or use of the Operations Areas whether or not Operator was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Operator. Operator recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that Authority would not enter into this Agreement without the inclusion of this indemnification. The obligations arising under this Article 11 shall survive the expiration or termination of this Agreement.

## **ARTICLE 12** **DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS**

- 12.1 Operator's Obligations. Operator hereby assumes full responsibility for the condition of the Operations Areas and character, acts and conduct of all persons admitted to the Operations Areas or the Airport by or with the actual or constructive consent of Operator or by or with the consent of any person acting for or on behalf of Operator. If the Operations Areas or the Airport, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of Operator, or of Operator's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Operations Areas or the Airport by Operator or otherwise, Operator shall, at its sole cost and expense, restore the damaged property to the condition existing prior to such damage. If any properties, or any part thereof, are damaged in any way by an act of God, and such loss was required by this Agreement to be insured against by Operator, but was not so insured, then Operator shall, at its sole cost and expense, restore the damaged property to the condition existing prior to such damage. Operator shall commence such restoration within ten (10) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Operator in accordance with the construction requirements contained herein and as established by the Authority. If Operator fails to restore the damaged property as required above, Authority shall have the right to perform the necessary restoration, and Operator hereby expressly agrees that it shall fully assume and be liable to Authority for payment of the costs thereof, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within ten (10) days from date of written notice thereof.
- 12.2 Right to Cancel. If any of the improvements on the Operations Areas are damaged or destroyed in whole or in part by fire or other casualty, Operator may, subject to approval of Authority, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement. In such event, Operator shall provide Authority written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by Authority, this Agreement shall terminate and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Authority. All fees and other sums due hereunder and payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by Authority under this Article 12 will relieve Operator from any responsibility to restore the Operations Areas to its former condition; provided, however, that Operator expressly agrees, covenants and warrants that nothing herein shall serve to relieve Operator of its liability for fines, penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment of the Operations Areas, and Operator further waives any claim against Authority for damages or compensation, should this Agreement be so terminated.
- 12.3 Insurance Proceeds. Upon receipt by Operator of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved

by the Authority so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Operator shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Operator.

- 12.4 Termination upon Destruction or Other Casualty. In the event the Operations Areas, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by Authority impossible, then Authority, at its sole option, may terminate this Agreement. Operator shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Operator hereby waives any claim for damages or compensation should this Agreement be so terminated.

### **ARTICLE 13** **EXPIRATION, SURRENDER AND TRANSITION**

- 13.1 Expiration. This Agreement shall expire and automatically terminate at the end of the Term as set forth in Article 3 hereof.
- 13.2 Surrender of Premises. Operator expressly agrees that it shall, upon termination or expiration of this Agreement, immediately surrender the Operations Areas and any other location(s) designated for Operator's use under this Agreement to Authority in good and fit condition, depreciation and wear from ordinary use for the purpose for which the premises were assigned being accepted. All repairs and obligations for which Operator is responsible shall be completed by the earliest practical date prior to surrender.
- 13.3 Removal of Operator's Property. Operator shall, immediately upon the expiration or sooner termination of this Agreement, remove all of its furniture, equipment, supplies and other personal property from the Airport, provided that such removal can be accomplished without material injury to any facilities at the Airport and provided that any damage caused to such facilities as a result of such removal is repaired by Operator at its own cost and expense to the satisfaction of the Executive Director. Any such property not so removed by Operator may be removed and stored by the Authority at Operator's expense, and any such property not removed or claimed by Operator within thirty (30) days after the expiration or sooner termination of this Agreement shall become the sole property of the Authority. All facilities, equipment, supplies and other personal property provided or paid for by the Authority shall be returned to the Authority in satisfactory working order and condition, normal wear and tear excepted.

- 13.4 Property of Authority. Upon the expiration or earlier termination of this Agreement, Operator shall relinquish to Authority all property of the Authority in Operator's possession including, but not limited to, equipment provided to Operator pursuant to this Agreement and all property purchased by Operator and for which the Authority reimbursed Operator.
- 13.5 Transition. Operator agrees that, it will cooperate with the Authority and the Authority's succeeding operator of Taxicab/Shuttle services concession to ensure a smooth transition. This includes attending meetings the Authority deems necessary prior to the transition.
- 13.6 Transition Time Line. Operator shall provide a transition plan and time-line to supervisory personnel, training staff and other employees on site beginning no later than two (2) weeks prior to the Expiration or Termination of this Agreement.

#### **ARTICLE 14** **DEFAULT AND TERMINATION**

- 14.1 Automatic Termination. In the event Operator fails to (i) make within ten (10) days of its due date any payment required to be made under this Agreement, (ii) maintain the insurance coverage specified in this Agreement or (iii) provide and/or replace the Security Deposit specified in this Agreement, this Agreement shall automatically terminate upon Authority giving a written notice of termination to Operator.
- 14.2 Authority's Rights of Termination. Authority, in addition to any other right of termination herein given to it or any other rights to which it may be entitled by law or in equity or otherwise, may terminate this Agreement after giving Operator written notice upon or after the happening of any one or more of following events ("Events of Default"). Operator shall have thirty (30) calendar days to cure an Event of Default. The thirty (30) day cure period shall commence upon receipt of written notice from the Authority:
- (A) Failure of Operator to perform its obligations under this Agreement, Airport Rules and Regulations and Commercial Ground Transportation Operating Procedures;
  - (B) Operator files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Operator's assets;
  - (C) Institution of proceedings in bankruptcy against Operator and adjudication of Operator as a bankrupt pursuant to said proceeding which adjudication is not set aside within thirty (30) days thereof;

- (D) Taking of jurisdiction by a court of competent jurisdiction of Operator and its assets by a Court of competent jurisdiction, pursuant to proceedings brought under the provision of any federal reorganization act and said proceeding is not dismissed, discontinued or vacated within ninety (90) days.
- (E) Appointment of a receiver or trustee of Operator's assets by a court of competent jurisdiction or by a voluntary Agreement with Operator's creditors;
- (F) Abandonment by Operator of the Operations Areas or of any other location(s) designated by Authority as Operations Areas or the conduct of its business with the Airport passengers and, in this connection, suspension of operations for a period of three (3) days will be considered abandonment in the absence of a labor strike in which Operator is directly involved;
- (G) Operator is prevented for a period of thirty (30) days, from conducting its business with the Airport passengers, or it is so prevented from conducting any business at the Airport, either by:
  - 1. reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Operations Areas or premises required for the actual operation of Operator's business at the Airport, or
  - 2. if all or a substantial part of the Operations Areas shall be acquired through the process of eminent domain.
- (H) Failure of Operator to use the Operations Areas in accordance with the terms and conditions of this Agreement;
- (I) Failure of Operator after receiving the thirty (30) calendar days after receipt of written notice from Authority, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Operator; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Operator commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence;
- (J) If Operator shall fail to take possession of the Operations Areas or;
- (K) Non Compliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.

14.3 Payment after Default. The acceptance of rentals, fees or charges by Authority from Operator for any period or periods after a default by Operator of any of the



terms, covenants and conditions herein required to be performed, kept and observed by Operator shall not be deemed a waiver or estoppel of any right on the part of Authority to terminate this Agreement for failure by Operator to so perform, keep or observe any of said terms, covenants or conditions.

- 14.4 Termination and Reletting. Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, Authority shall have the right to reenter the Operations Areas of Operator, make repairs necessary, and enter into another agreement for lease of the Operations Areas, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Operator shall remain liable for such payments whether or not another Agreement is entered into, Authority's responsibility being in mitigation of damages as provided herein.
- 14.5 Operator's Right of Termination. In addition to any other right of cancellation herein given to Operator or any other rights to which it may be entitled by law, as long as Operator is not in default in payment to Authority of any amounts due Authority under this or any other Agreement, Operator may terminate this Agreement by giving Authority thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:
- (A) Permanent abandonment of passenger airline operations at the Airport;
  - (B) Default by Authority of any of the covenants or conditions contained herein and the failure of Authority to remedy such default for a period of sixty (60) calendar days after its receipt from Operator of written notice to remedy the same;
  - (C) Operator shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Operations Areas by the U.S. Government.
- 14.6 Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, the relationship of Parties, the use or occupancy of the Airport, and/or claim or injury or damage

## **ARTICLE 15** **STATUS UPON EXPIRATION**

If Operator holds over and continues in possession of the Operations Areas after expiration or termination of this Agreement, Operator will be deemed to be occupying the Operations Areas at sufferance from month-to-month, without limitation on any of

Authority's rights or remedies hereunder, subject to all of the terms and conditions of this Agreement. Similarly, if Operator continues to exercise its privilege of doing business at the Airport after expiration of the Term of this Agreement, other than provided above, Operator will be deemed to be conducting such business at the sufferance of Authority, without limitation on any of Authority's rights or remedies hereunder, subject to all of the terms and conditions of this Agreement. In such event, Operator shall pay an amount equal to the then fair market rental for occupancy of the Operations Areas.

**ARTICLE 16**  
**SURRENDER OF OPERATIONS AREAS**

Operator shall surrender up and deliver its Operations Areas to Authority upon termination or expiration of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided the Operator is not in default in the payment of rents, fees and charges required under this Agreement, Operator, at the termination of this Agreement, shall remove all of its personal property from the Operations Areas forthwith. Failure on the part of Operator to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property shall be borne by the Operator.

**ARTICLE 17**  
**NO ACCEPTANCE OF SURRENDER**

No act or action done by Authority or Authority's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of surrender shall be valid unless in writing.

**ARTICLE 18**  
**ASSIGNMENT AND TRANSFER**

Operator shall not, in any manner, assign, transfer or otherwise convey this Agreement, or any interest herein, or sublet the Operations Areas or any portion thereof ("Assignment"), without the prior written consent of the Authority, which consent may be granted or withheld by the Authority in its sole discretion. Any such attempted Assignment without Authority approval shall be null and void. No request for, or consent to, such Assignment need be considered unless Operator shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Operator shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Operator shall remain primarily liable to Authority for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. Authority may freely assign this Agreement at any time without the consent of Operator, and upon assumption by such assignee of Authority's obligations hereunder, Authority shall be released from all liability and obligation arising hereunder after such assignment.

**ARTICLE 19**  
**SIGNS**

No signs, posters, or similar devices shall be erected, displayed, or maintained by Operator in view of the general public in, on, or about the Operations Areas or elsewhere on the Airport, without the prior written approval of the Authority, which approval may be granted or withheld by the Authority in its sole discretion. Any signs that are not approved by the Authority shall be immediately removed at the sole cost and expense of Operator. All signs approved for Operator's operations at the Airport shall be at the cost of the Operator.

**ARTICLE 20**  
**COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES**

Operator agrees that throughout the Term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any

kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations. Operator agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Authority may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

## **ARTICLE 21** **AIRPORT SECURITY**

All employees/subcontractors/independent operators of the Operator assigned to Jacksonville International airport (JAX) may have to obtain a JAA Security Badge, at the sole expense of the Operator. The Operator will have the sole responsibility of Complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by the JAA for violations of any FAA regulations by Operator employees/subcontractors/independent operators will be charged to the Operator, and if not promptly paid by the Operator may result in declaration of default in accordance with the terms of the Agreement. All personnel employed by the Operator will be competent, trustworthy and properly trained. The Operator and its employees will be required to comply with all the applicable regulations of the JAA. The JAA will require the Operator to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. In addition to all JAA security rules and regulations, which will be provided to the Operator at the post award conference, the Operator will inform their employees, and ensure their compliance with the following:

- (A) No illegal guns, knives or other weapons are allowed on the JAA premises.
- (B) No drugs or other prohibited substances, including alcohol are allowed on the JAA premises.
- (C) All building regulations concerning smoking.
- (D) Consent to Search or Inspection. The Operator agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter, leave or while on JAA property.

Operator agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the Federal Aviation Authority (FAA) and the Transportation Security Administration (TSA), applicable to Operator, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Operator agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably

prescribed by Authority, and to take such steps as may be necessary or directed by Authority to insure that sub lessees, employees, invitees and guests observe these requirements. Operator shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the Authority. The Authority shall have the right to require the removal or replacement of any employee of Operator at the Airport that the Authority has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Operator, its sub lessees, employees, invitees or guests, Authority incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of Authority; or any expense in enforcing the Airport Security Program, then Operator agrees to pay to Authority all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by Authority in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined by Authority, the FAA or TSA. In the event Operator fails to remedy any such deficiency, Authority may do so at the cost and expense of Operator. Operator acknowledges and agrees that Authority may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by Authority, the FAA or TSA.

## **ARTICLE 22** **NON-DISCRIMINATION REQUIREMENTS**

### **I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS**

During the performance of this contract, the Company for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

- (a) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitation for Subconsultants, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation

made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

- (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or The Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the Authority shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby

covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## **II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS**

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

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part

of the affirmative action program, and by any federal, state, Authority or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or Authority affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the Authority the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the Authority for transmittal to the FAA.

### **III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where



Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor 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 the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

#### **IV. NONDISCRIMINATION - 49 CFR PART 26**

Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

#### **ARTICLE 23** **AMERICANS WITH DISABILITIES ACT**

Operator shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM) as it applies to Operator's facilities and operations at the Airport.

#### **ARTICLE 24** **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE**

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

24.1 Policy. It is the policy of the JAA to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE participation. The Aviation Authority is also fully committed to the implementation

of these Rules and regulations through its approved Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.

- 24.2 Certification (49 CFR Part 26.61-91, Part 23 Subpart C). The JAA will use the procedures and standards of Part 26.61-91 and 23.31, Subpart C for certification of ACDBEs to participate in its ACDBE program. Firms desiring to participate as an Airport Concession Disadvantaged Business Enterprise (ACDBE)/DBE on JAA projects or contracts must be duly certified by a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomerSearch.aspx> firms. Any ACDBE/DBE firm not duly certified by a FUCP certifying member by proposal closing date may not be used to meet the airport concession disadvantaged business participation requirements of the JAA.
- 24.3 ACDBE Goal. JAA encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 Part 23 and Part 26. A participation goal of twelve percent (12%) was established for this project.

## **ARTICLE 25**

### **NOTICES AND COMMUNICATIONS**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

TO AUTHORITY:

Executive Director/CEO  
Jacksonville Aviation Authority  
14201 Pecan Park Road  
Jacksonville, Florida 32218

TO OPERATOR:

INSERT NAME

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

**ARTICLE 26**  
**FEDERAL RIGHTS TO RECLAIM**

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Operations Areas are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 26 shall not act or be construed as a waiver of any rights Operator may have against the United States as a result of such taking.

**ARTICLE 27**  
**RIGHT OF FLIGHT**

Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Operations Areas together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

**ARTICLE 28**  
**PROPERTY RIGHTS RESERVED**

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Operations Areas are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future Agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

**ARTICLE 29**

## **QUIET ENJOYMENT**

Authority covenants that Operator shall and may peaceably and quietly have, hold and enjoy its Operations Areas and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

## **ARTICLE 30** **NO MORTGAGE RIGHTS OF OPERATOR**

The Operator shall not have the right to mortgage, hypothecate, pledge, or otherwise encumber its leasehold interest for the purpose of securing a loan from any lender.

## **ARTICLE 31** **WAIVERS**

No waiver by Authority at any time of any of the terms, conditions, covenants, or Agreements of this Agreement, or noncompliance therewith, shall 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 Operator. No delay, failure or omission of Authority to reenter the Operations Areas or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Authority shall be required to restore or revive time as of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority shall 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, power, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Authority shall not impair its rights to any other right, power, option or remedy.

## **ARTICLE 32** **SUBORDINATION TO BOND RESOLUTION**

This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Authority in any Bond Resolution heretofore or hereafter adopted by the Authority, and Authority and Operator agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives may exercise any and all rights of Authority hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Operator and Authority with the terms and provisions of this Agreement and Bond Resolution.

## **ARTICLE 33**

## **SUBORDINATION TO FEDERAL AGREEMENTS**

This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Authority acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future Agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

## **ARTICLE 34** **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action for breach of or enforcement of any provision of this Agreement shall be Duval County.

## **ARTICLE 35** **RIGHT TO ENTRY**

Authority, through its Executive Director, shall have the right to request from Operator and to be provided entry to the Operations Areas assigned herein to Operator, for the purposes and to the extent necessary to protect Authority's rights and interest, to provide for periodic inspection of said Operations Areas from the standpoint of safety and health, and to check Operator's compliance with the terms of this Agreement. Access shall be upon twenty-four (24) hours notice and jointly with a representative from Operator. No notice shall be required in the event of emergency.

## **ARTICLE 36** **TIME OF THE ESSENCE**

Time is expressed to be of the essence of this Agreement.

## **ARTICLE 37** **PUBLIC ENTITY CRIMES**

If Operator is a corporation or other artificial entity, the undersigned officer of Operator hereby warrants and certifies to Authority that Operator is an entity in good standing and is authorized to do business in the State of Florida. The undersigned officer of Operator hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Agreement by his or her signature thereto and the Operator is in compliance with Florida Statute 287.133, concerning criminal activity on contracts with a public entity.

## **ARTICLE 38**

## **INCORPORATION BY REFERENCE**

All terms, conditions, and specifications of all exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

### **ARTICLE 39** **CONSTRUCTION**

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

### **ARTICLE 40** **MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to Authority and Operator and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Florida law. This Agreement represents the complete Agreement of the parties and any prior Agreements or representations, regarding the subject matter of this Agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

*(Remainder of Page Left Blank Intentionally)*

IN WITNESS WHEREOF, the AUTHORITY AND OPERATOR hereto have duly executed this Agreement as of the day and year first above written.

**AUTHORITY:**

**JACKSONVILLE AVIATION AUTHORITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OPERATOR:**

**INSERT NAME**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES FOR AUTHORITY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

**WITNESSES FOR OPERATOR:  
INSERT NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

Approved as to Form and Legality for the  
Use and Reliance of the Jacksonville  
Aviation Authority.

By: \_\_\_\_\_

Debra A. Braga

**EXHIBIT A**  
**OPERATIONS AREAS**



**EXHIBIT "B"**  
**CORE FLEET**

**EXHIBIT "C"**  
**FARES**