May 14, 2019

RE: St. Pete-Clearwater International Airport Ground Transportation Restructuring

Dear Ground Transportation Provider:

Due to changes in Florida Law § 627.748, St. Pete-Clearwater International Airport (PIE) must restructure its ground transportation operating procedures and systems in order to accommodate current growth and new ground transportation providers. As a result, we are implementing new Operating Agreements and Operational Directives, which include updated registration procedures, access systems and payment schedules for all current and future Ground Transportation Providers.

Effective October 1, 2019, companies wishing to provide ground transportation services at St. Pete-Clearwater International Airport will be required to execute the new Operating Agreement and register with Airport Operations. The cost of an annual Operating Agreement will no longer be an annual flat fee, but a $4.00 fee applied per pick-up, monitored using newly installed Automobile Visual Identification (AVI) and Geo-Fence technology (depending on the type of ground transportation provider) to track trips and invoice operators monthly. The effective date may change dependent on the Airport’s ability to implement the new processes and technology.

Curbside pickup at the Terminal Building will remain prohibited for all Ground Transportation Providers, except for registered Technology Network Companies (TNC’s). Ground Transportation Providers other than TNC’s will use the Ground Transportation Lot to interact with their customers. Any unregistered Ground Transportation Provider without a current Operating Agreement in place may continue to drop off customers at curbside, but the Airport will prohibit the unregistered Ground Transportation Provider from picking up customers at any time until signing an Operating Agreement and registering with Airport Operations.

Please review the attached documents. If you have any concerns or comments, please submit them in writing to kgood@fly2pie.com no later than the close of business June 14, 2019. After this date, we will begin to process Operating Agreements. Thank you in advance for your patience and consideration during this transition.

Sincerely,

Kathleen Good
Director of Properties
COMMERCIAL GROUND TRANSPORTATION

PURPOSE

To establish policies and procedures for the operation of commercial ground transportation at St. Pete-Clearwater International Airport (PIE).

GENERAL

PIE will seek to ensure safe, secure, efficient, and professional commercial ground transportation services are available to all patrons. These policies and procedures apply to all commercial ground transportation services, including but not limited to: taxicabs, limousines, transportation network companies, courtesy vehicles, buses, and vans.

POLICIES AND PROCEDURES

All Commercial Ground Transportation Operators

- All commercial ground transportation operators are permitted to unload or drop-off passengers in front of the Airport terminal along the curb. Drivers dropping off passengers must remain with their vehicle at all times. Drivers are not permitted to leave their vehicles unattended in front of the terminal at any time. Vehicles left unattended are subject to being ticketed and towed at the operator’s expense.

- Operators are strictly prohibited from actively soliciting business upon the premises of the Airport.

- Vehicles shall be no older than 10 years old and maintained in a safe operating condition.

  All drivers employed by an operator serving the Airport shall be registered with the Florida Department of Motor Vehicles, per the operator’s agreement.

- Drivers are expected to behave and present themselves in a professional manner while conducting business on the airport property; this includes maintaining personal hygiene and wearing clean clothing, free of holes, tears, or other signs of wear to interact with the public.
- Dress Code Policy: Clothing not permitted includes but is not limited to: Graphic T-shirts, clothing with offensive or inappropriate designs, revealing clothing, tank-tops, jogging suits, pajamas, swim wear, cut-off shorts or gym shorts.

- No Driver employed by an operator shall be permitted to sleep while operating at the Airport.

- Drivers are not permitted to cruise or pick-up passengers on Airport roadways.

- Drivers serving passengers who require special assistance may do what is necessary to safely, effectively, and quickly load or unload those passengers in accordance with ADA requirements.

**Taxicabs**

- Operators will utilize the designated parking area in the Ground Transportation Lot located at the west end of the terminal to load or pick-up passengers.

- Operators accessing the Ground Transportation Lot must first register at the Airport Operations Office in the terminal to obtain an Airport Decal for each vehicle. (Only taxicabs with signed agreements may register and obtain access).

- Operators must install the Airport Decal in each vehicle to access the Ground Transportation Lot.

- Operators shall remain with their vehicle at all times and are prohibited from entering the terminal. When baggage claim is not active with passengers, operators not parked in the “Ready Position” (first up), may temporarily leave their vehicle to utilize the restrooms located in baggage claim.

- When a passenger approaches or engages conversation with an operator, no other Operator shall interrupt, motion, or solicit that passenger in any way.

- Operators are restricted to engage and pick-up passengers at the “Ready Position” only.

- Operators are prohibited from denying a fare or service.

**Transportation Network Companies (TNC’s) – (e.g. Uber & Lyft)**

- Drivers are authorized to pick-up and drop-off passengers from the curbside.

- Drivers are required to install and have activated the CurbPing Application to their phones prior to entering the Airport property.
Drivers shall use the Cell Phone lot while waiting for preassigned rides.

Drivers must always display the Company Name visible from the exterior of the vehicle.

**Limousines, Courtesy Vehicles, Shuttles**

- Operators will utilize the designated parking area in the Ground Transportation Lot located at the west end of the terminal to load or pick-up passengers.

- Operators accessing the Ground Transportation Lot must first register at the Airport Operations Office in the terminal to obtain an Airport Decal for each vehicle. (Only Limousines, Courtesy Vehicles & Shuttles with signed agreements may register and obtain access).

- Operators must install the Airport Decal in each vehicle to access the Ground Transportation Lot.

- Courtesy Vehicle Operators with airline contracts for baggage delivery may pick-up and drop-off luggage in the Ground Transportation Lot.

**Buses (more than 15 passengers)**

- Pick-up and Drop-off locations will be at the discretion of Airport personal.

**VIOLATIONS**

Any violation of policies and procedures will be enforced by Airport Operations and/or Traffic personnel. Violations shall be recorded in the appropriate directories kept in the Operations Division (See attachment). All final determinations in revoking Airport privileges will be reviewed by the Ops Manager.

PIE shall retain the right to revoke an Operator’s permit or prohibit an individual Driver if found to be willfully or repeatedly violating Commercial Ground Transportation policies and procedures, Airport Rules and Regulations, or terms and conditions of a lease, permit, or operating agreement.

**ATTACHMENTS**

- Ground Transportation Violation Form
OPERATING AGREEMENT FOR
TRANSPORTATION NETWORK COMPANY

THIS OPERATING AGREEMENT FOR TRANSPORTATION NETWORK COMPANY, is made and entered into this ___ day of ____________, 2019 by PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and ________________________________, authorized to do business in Florida, hereinafter referred to as COMPANY (individually and collectively hereinafter referred to as "Party" or "Parties").

WHEREAS, COMPANY has requested a non-exclusive privilege to conduct certain commercial activities as more fully described herein at the St. Pete-Clearwater International Airport, hereinafter referred to as Airport; and

WHEREAS, specifically, COMPANY desires to operate a TNC business at the Airport wherein the digital network provided by COMPANY will be used by TNC Drivers to connect passengers with Prearranged Rides to or from the Airport; and

WHEREAS, COUNTY as the owner and operator of said Airport deems the conduct of said commercial activities to be in the best interests of the public; and

WHEREAS, the Legislature of the State of Florida has enacted certain regulations under Section 627.748 of the Florida Statutes, which set forth a comprehensive and uniform regulatory scheme for the Transportation Network Companies ("TNCs") industry in the State of Florida effective July 1, 2017; and

WHEREAS, Section 627.748, Florida Statutes, further provides Airports the discretion to charge reasonable pick up fees and to designate locations for TNC operations at the Airport; and
WHEREAS, pursuant to Federal Aviation Administration (FAA) Grant Assurances, the COUNTY’s Airport is bound to be self-sustainable; thus, imposing reasonable fees and charges for commercial activities at the Airport ensures that the COUNTY meets its grant assurance obligations; and

WHEREAS, COUNTY has agreed to allow COMPANY to make its Digital Network available at the Airport and allow TNC Drivers who partner with COMPANY the ability to conduct Prearranged Rides to and from the Airport, subject, however, to the terms and conditions of this Agreement; and

WHEREAS, COUNTY will be utilizing a specific software application at the Airport, to establish, independently track and enforce requirements herein, and COMPANY agrees that it shall ensure and require use of this specific software application by its TNC Drivers.

NOW, THEREFORE, in consideration of the use of the Airport premises in accordance Airport Rules and Regulations, Policies and Procedures, and Operating Directives, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement at all times:
   (a) "Company" shall mean a Transportation Network Company or TNC as defined herein.
   (b) "CurbPing Application" shall mean the software application utilized by the Airport as a tool to independently track, verify, and bill Airport TNC operating fees herein. TNC Drivers operating at the Airport are
required to install the CurbPing Application on their phone used for TNC business and to run the application in the background when on or near Airport grounds so the application can communicate driver locations within the Airport’s defined Geo-Fence boundaries. The CurbPing application will not track TNC Drivers beyond the Airport’s defined Geo-Fence boundaries.

(c) “Designated Areas” shall mean one or more specific areas on airport property as identified in “Exhibit A” attached hereto and incorporated by reference, identifying where TNC Drivers operating under this Agreement may pick up and/or drop off Riders as outlined under this Agreement.

(d) “Digital Network” shall mean any online-enabled technology application service, website, or system offered or used by a Transportation Network Company which enables the prearrangement of rides with TNC Drivers, as set forth in Fl. Stat. § 627.748.

(e) “Electronic Receipt” shall mean the electronic document which is delivered to the Riders on behalf of the TNC Driver.

(f) “Geo-Fence” shall mean a virtual “fence” or perimeter around the Airport established through a software application that utilizes a global positioning system to determine the boundaries of the perimeter, and which is capable of compiling an accounting of all Trips that occur within that boundary. This application, when used in conjunction with a TNC Digital Network, is capable of recording, and showing in real time on hand-held devices being carried by TNC Drivers or personnel of the Airport, information specified by the Airport relating to, among other things, the on-Airport location of the TNC Drivers and also to the Prearranged Rides that such TNC Drivers are in the course of providing.
(g) "Loading Zone" shall mean the Designated Area that is available to the TNC Driver to pick up and drop off passengers at the Airport, as identified in “Exhibit A” and attached hereto, and may be amended from time to time. In addition, TNC Drivers may access the Cell Phone Lot identified in “Exhibit A” to wait for pick up requests.

(h) "Monthly Fee" shall mean the product of the following: (i) the number of Prearranged Rides conducted by the TNC Vehicles within the Airport’s defined Geo-Fence boundary in one (1) calendar month, and (ii) the Per-Trip Fee then in effect.

(i) "Per-Trip Fee" shall mean the fee established by duly adopted Resolution of the Board of County Commissioners (COUNTY) for each Trip by a TNC Vehicle, which may be adjusted from time to time by the COUNTY. The Per-Trip Fee will apply once each time the TNC Vehicle enters the Airport Geo-Fence boundary and picks up one or more Riders. The Per-Trip Fee does not apply when a TNC Vehicle drops off Riders.

(j) "Prearranged Ride" The provision of transportation by a TNC Driver to a Rider(s), beginning when a TNC Driver accepts a ride requested by a Rider(s) through a Digital Network controlled by a TNC, continuing while the TNC Driver transports the Rider(s), and ending when the last Rider(s) exits from and is no longer occupying the TNC Vehicle. The term does not include a taxicab, for-hire vehicle, or street hail service and does not include ridesharing as defined in Florida Statute Section 341.031, carpool as defined in Florida Statute Section 450.28, or any other type of service in which the driver receives a fee that does not exceed the driver’s cost to provide the ride. A street hail service is defined as an immediate arrangement on a street with a driver by a person using any method other than a Digital Network to seek immediate transportation.
(k) "Rider" shall mean an individual who uses a Digital Network to connect with a TNC Driver in order to obtain a Prearranged Ride in the TNC Driver's Vehicle between points chosen by the Rider. A person may use a Digital Network to request a Prearranged Ride on behalf of a Rider.

(l) "Transportation Network Company or TNC" shall mean an entity operating in the State of Florida pursuant to Section 627.748, Florida Statute, using a Digital Network to connect Rider(s) to a TNC Driver who provides Prearranged Rides. A TNC is not deemed to own, control, operate, direct, or manage the TNC Vehicles or TNC Drivers that connect to its Digital Network, except where agreed to by written contract, and is not a taxicab association or for-hire vehicle owner. A TNC is not a common carrier, contract carrier or motor carrier and does not provide taxicab or for-hire vehicle service.

(m) "TNC Driver" shall mean any individual who has been approved by COMPANY to use a TNC Vehicle to transport Riders whose Trips are arranged through the COMPANY's Digital Network. For purposes of this Agreement, the term applies at all times that a TNC Driver is on Airport property for TNC business, regardless of whether the TNC Vehicle is carrying a Rider.

(n) "TNC Vehicle" shall mean a vehicle that is not a taxicab, limousine, or for-hire vehicle as defined in § 320.01(15), Florida Statutes, and that is:
   i) used by a TNC Driver to offer or provide a Prearranged Ride, and
   ii) owned, leased or otherwise authorized to be used by the TNC Driver.

(o) "Trip" shall mean each instance in which a TNC Driver affiliated with a TNC picks up one or more Riders via a Prearranged Ride on Airport property.
3. **TERM/RENEWAL OPTIONS.** This Agreement, and the privileges and obligations granted and imposed herein, shall take effect upon approval by COUNTY on the date set forth above (Commencement Date) and shall remain in effect for a period of one (1) year thereafter. COMPANY is also hereby granted an option to renew this Agreement for one consecutive additional period of one (1) year, subject to the sole discretion and consent of the COUNTY; provided that COMPANY shall notify the Airport Director’s office in writing at least thirty (30) days in advance of the end of the Term of COMPANY’s desire to extend this Agreement. Either Party may terminate this Agreement, at any time, for any reason, by giving no less than thirty (30) days prior written notice thereof to the other Party.

4. **FEES/PAYMENT REQUIREMENTS.** COMPANY agrees and covenants to pay to the COUNTY the applicable monthly invoice payment within fifteen (15) days after the close of any calendar month. The Monthly Fee invoice payment shall be the product of: (i) the number of times in which a COMPANY’s TNC Driver picked up one or more Riders for the purpose of providing a Prearranged Ride (hereinafter “Trip”) and, (ii) Four and xx/100 dollars ($4.00), Per-Trip Fee established by the Board of County Commissioners. All payments hereunder, plus any applicable State of Florida sales tax thereon, shall be paid to the order and in the name of Pinellas County, at the office of the Airport Director; St. Pete-Clearwater International Airport; Suite 221; Clearwater, Florida 33762, without further notice, demand, or request therefore from COUNTY.

5. **APPLICATION REQUIREMENTS.** The Airport uses the Curbping Application to establish a virtual Geo-Fence boundary that is capable of compiling an accounting of all Trips that occur at the Airport for purposes of the Monthly Report required hereunder. The virtual Geo-Fence shall encompass the latitudinal and longitudinal coordinates of Airport property, as shown in “Exhibit A.” COMPANY shall ensure that each TNC Driver operating on Airport grounds install
and run the CurbPing Application on his/her smartphones used for TNC business. All TNC Drivers operating on Airport grounds will be required to register on the CurbPing Application and provide their name, vehicle information and unique employee identification with COMPANY. Use of this Application for tracking will be strictly enforced and failure to cooperate may result in fines and/or permanent revocation of COMPANY’s Airport privileges. The application will not track TNC Drivers beyond the Airport’s defined Geo-Fence boundary.

6. **CHANGE IN RATES / FEES:** The Board of County Commissioners may adjust any applicable rates/fees herein. The COUNTY shall provide COMPANY advance written notice of a proposed rate/fee adjustment. If COMPANY fails to timely pay same, the operating privileges granted hereunder shall automatically terminate.

7. **INTEREST ON DELINQUENT PAYMENTS.** If not paid within fifteen (15) days from invoicing, all payments required to be made to COUNTY hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to the date of payment, calculated on a daily basis. In addition to payment of interest for any delinquency, an administrative fee of Twenty-Five Dollars ($25.00) shall also be paid to COUNTY for additional accounting and recording expenses occasioned by such delinquent payment.

8. **AUDIT RIGHTS.** COMPANY agrees and covenants that the COUNTY, or other authorized designee of COUNTY, may examine any records or accounts pertaining to the commercial activity conducted hereunder and maintained by COMPANY. Any such examination shall be allowed at the time specified in a written request for same and shall be conducted during normal business hours of COMPANY. A failure to allow such examination shall constitute a material breach of this Agreement and shall be considered a default by COMPANY, resulting in the termination of operating privileges and of this Agreement.
9. **OPERATIONS.** COUNTY grants COMPANY the non-exclusive right to use the Designated Areas in order to perform the operating privileges herein, subject to the terms and conditions set forth in this Agreement. Upon request, TNC Drivers shall allow Airport personnel access to Electronic Receipt information (described in Section 2).

(a) **Designated Areas:** TNC Drivers shall not pick up or drop off Rider(s) at the Airport in any location other than the designated Loading Zone identified in “Exhibit A.” In addition, TNC Drivers may access the Cell Phone Lot, hereinafter referred to as “Lot” also identified in “Exhibit A” to wait for pickup requests. Any and all TNC Drivers waiting for Riders shall not use, or loiter in, the Loading Zone, but instead shall wait in the Lot. TNC Drivers who are waiting in the Lot that do not get summoned for a Trip, must exit the Lot by turning right (southbound) out of the Lot onto Airport Parkway until it intersects with Roosevelt Boulevard to avoid the Geo-Fence boundary. TNC Drivers who exit the Lot by driving northbound (left) on Airport Parkway will enter the Geo-Fence boundary and may be charged the Per-Trip Fee for entering the Geo-Fence boundary.

(b) **Rights of Ingress and Egress:** TNC Drivers affiliated with COMPANY shall have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (i) shall not impede or interfere, in any way, with the operations of the Airport or the use of the Airport by its tenants, passengers or employees; (ii) shall be in areas and roadways designated by Airport; and (iii) may be temporarily suspended by Airport in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

(c) **Changes to Airport:** COMPANY acknowledges and agrees that: (i) Airport shall have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Areas; and (ii) COUNTY has made no representations, warranties and/or covenants to COMPANY regarding the design,
construction, passenger or automobile traffic, or views of the Airport. The Airport may from time to time undergo renovation, construction and other Airport modifications; and COUNTY may adopt regulations relating to security or other operational matters that may affect COMPANY’s business. As a result of said construction or alterations, the Geo-Fence boundary may change. Airport will do its best to notify COMPANY when it changes its Geo-Fence boundary.

(d) **Smartphones:** While using the TNC’s Digital Network on Airport property, each TNC Driver will have access to the following information on his or her smartphone. This will enable the Airport to confirm that the individual is a COMPANY’s TNC Driver operating in accordance with this Agreement:

(a) TNC Driver identity;
(b) Vehicle make and model;
(c) License Plate number;
(d) Certificates of insurance that demonstrate compliance with Fl. Stat. § 627.748;
(e) An Electronic Receipt listing the following information about the Trip-in-progress or the last completed Trip:
   i. The Rider’s name;
   ii. The location of the drop off or pick up, and
   iii. The time the drop off or pick up was scheduled.
(f) TNC Decal assigned to TNC Driver’s vehicle shall be visible at all times while on Airport premises.

COMPANY shall inform all TNC Drivers affiliated with COMPANY who operate at Airport of the requirements set forth in this Agreement. COMPANY shall work in good faith with the Airport to address any instances of TNC Drivers who (i) fail to cooperate with the Airport’s request to provide information to confirm that they are authorized to operate at the Airport, (ii) fail to use the Designated Areas in accordance with this Agreement, or (iii) engage in any conduct that causes harm to the Airport. The Airport may direct COMPANY to temporarily or permanently restrict a TNC Driver’s ability to receive pick up requests at the Airport via COMPANY’s Digital Network if the TNC Driver engages in conduct that is
inconsistent with this Agreement or that otherwise causes harm to the Airport, or commits a criminal act.

10. **PROHIBITED ACTIVITIES.** Notwithstanding other provision herein, COMPANY shall not, without the Airport Director’s prior written consent: (a) cause or permit anything to be done in or about the Designated Areas or the Airport, or bring or keep anything thereon which would be reasonably likely to (i) create a nuisance, or (ii) obstruct or interfere with the rights of others on the Airport; (b) commit any waste upon the Designated Areas or the Airport; (c) use or allow the Designated Areas to be used for any improper, immoral, unlawful or reasonably objectionable purpose; (d) obstruct the sidewalk, passageways, stairways in front of, within or adjacent to, the Designated Areas and roadways; or (e) perform an action reasonably likely to materially injure the reputation, appearance or image of the Airport. COMPANY shall provide the Airport with name, address, telephone and email address for at least one qualified representative authorized to represent and act for COMPANY in matters pertaining to its operation.

The following activities are also prohibited by TNC Drivers:

(a) Turning off or disabling the CurbPing Application while on Airport property;

(b) Allowing operation of a TNC Vehicle on Airport roadways by an unauthorized driver;

(c) Transporting a Rider(s) in an unauthorized vehicle;

(d) Picking up or dropping off a Rider(s), or his/her baggage, at any location other than the Designated Areas;

(e) Failing to provide information, or providing false information to Sheriff, police or Airport personnel;

(f) Displaying to an Airport official an Electronic Receipt in an altered or fictitious form;
(g) Soliciting a Rider(s) on Airport property;
(h) Using or possessing any alcoholic beverage while on duty;
(i) Failing to operate a TNC Vehicle in a safe manner;
(j) Failing to comply with posted speed limits and traffic control signs;
(k) Using profane or vulgar language;
(l) Attempting to solicit payment in excess of that authorized by law;
(m) Soliciting of any activity prohibited by applicable laws, rules or regulations;
(n) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
(o) Using or possessing any illegal drug or narcotic while on Airport property;
(p) Operating a vehicle without proper TNC Decal visibly displayed, or at any time during which COMPANY's authority is suspended or revoked;
(q) Any method used to circumvent the established Geo-Fence boundary or the established Per-Trip Fee;
(r) Soliciting for or on behalf of any hotel, club, nightclub, or other business;
(s) Engaging in any criminal activity; and
(t) Soliciting a Rider(s) to meet in the Cell Phone Lot or any other area outside of the Geo-Fence boundary to avoid paying the Airport its Per-Trip Fee.

11. CONFIDENTIALITY OF RECORDS. COMPANY acknowledges that the COUNTY is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Parties further acknowledge that, notwithstanding other provisions of this Agreement or any other agreements between the Parties to the contrary, some or all of the information, materials, or documents provided to COUNTY by COMPANY may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute.
12. **FEDERAL CIVIL RIGHTS/NONDISCRIMINATION REQUIREMENTS.**
During the performance of this contract, the COMPANY agrees to comply with the Civil Rights and Nondiscrimination Requirements set forth in "Exhibit B," attached hereto and incorporated by reference.

13. **NO ASSIGNMENT.** COMPANY shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without COUNTY’s prior written consent, which consent may be granted or denied in COUNTY’s sole and absolute discretion (the term “Transfer” shall mean any such assignment, encumbrance, or transfer). The consent to one Transfer shall not be deemed a consent to any subsequent Transfers. Any Transfer made without COUNTY’s consent shall constitute a default hereunder, and shall be voidable at COUNTY’s election.

14. **NO EXCLUSIVITITY.** COMPANY acknowledges and agrees that it has no exclusive rights to conduct the business described herein, and that Airport has the right, at all times, to arrange with others for similar activities at the Airport.

15. **WAIVER.** No waiver by COUNTY at any time of any of the terms or conditions of this Agreement, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

16. **INDEMNIFICATION.** COMPANY hereby waives any claim against the COUNTY and the Airport for, but not limited to, loss of anticipated profits, direct or indirect out-of-pocket losses or any other damages of any kind or nature which may be raised by any suit or other proceedings, directly or indirectly, relating to this Agreement, its performance or its termination. COMPANY agrees to indemnify and hold harmless COUNTY from and against all loss or expense (including costs and
attorney's fees) by reason of liability imposed by law upon COMPANY for damages (including any strict or statutory liability and any liability under Workers' Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of, or in consequence of, the use of the premises, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of COMPANY, its agents, employees and/or independent contractors, COUNTY, its Board of County Commissioners, officers and employees, except only such injury or damage as shall have been occasioned by the sole negligence of COUNTY.

17. **INSURANCE.** COMPANY shall maintain the following limits and coverages pursuant to Florida Statute §627.748 at all times during the term of this Agreement and any renewal option, at its own expense, the following described insurance coverage and limits covering COMPANY's commercial activities and assumed liability, as set forth in "Exhibit B," attached hereto.

18. **CONFORMITY WITH APPLICABLE LAW.** COMPANY agrees and covenants to observe and promptly comply with applicable provisions of any and all Federal and State laws or Special Acts, and all County ordinances, codes or regulations; with authorizations or restrictions, and with all applicable Airport Rules and Regulations, Policies and Procedures or Operating Directives of the Airport Director issued pursuant thereto.

19. **GOVERNING LAW AND VENUE.** This Agreement shall become valid when executed and shall be construed according to the laws of the State of Florida. Any legal action sought by either Party hereto in connection with this Agreement shall be brought in the state courts of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Pinellas County, Florida.
20. **DAMAGE TO PREMISES.** COMPANY agrees and covenants to correct and repair, or pay to COUNTY the cost of correction and repair, any and all damage to Airport property caused by COMPANY, its employees, agents and/or independent contractors, customers, invitees, upon written notification by COUNTY of such damage, or upon written notification by COUNTY of the reasonable charges for any labor, material, engineering services or other cost occasioned thereby, notwithstanding that such written notification may be made after this Agreement terminates, or such damage occurs thereafter.

21. **DEFAULT/TERRMINATION.**

   (a) **Default:** Upon failure of COMPANY to fully perform any covenant or obligation or to comply with any condition of this Agreement, COUNTY may notify COMPANY thereof, in writing, and declare COMPANY in default hereunder. COMPANY shall have ten (10) calendar days after receipt of said notice within which the declared default may be cured without prejudice to the privileges of COMPANY; provided, however, that a failure to pay the Rates/Fees as required hereinabove shall constitute a material breach of this Agreement and shall not require any such notice, or any demand or request. Failure of COMPANY to cure the default within said period, or pay the Rates/Fees as required, shall constitute grounds for suspension and/or termination.

   (b) **Termination:** COUNTY may terminate this Agreement and the privileges granted hereunder for whatever reasons it deems advisable, including default as set forth above, and COMPANY may relinquish all its operating privileges by providing written notification by CERTIFIED U.S. MAIL of such termination or relinquishment at least thirty (30) days prior to the effective date thereof. The Parties agree that any termination or relinquishment exercised pursuant to this subparagraph shall not, in and of itself, give rise to any liability or claim for loss or damages of any kind.
22. **NOTICES.** All notices provided for herein shall be in writing. Any notice permitted or required to be served upon COMPANY may be served upon it at:

____________________

____________________

____________________

Provided, however, that COMPANY shall give notice in writing to COUNTY of any change in address, then in such event, such notice shall be given to COMPANY at such substituted address. Any notice permitted or required to be served upon COUNTY shall be served upon it at:

St. Pete-Clearwater International Airport  
Attention: Airport Director  
14700 Terminal Blvd., Suite 221  
Clearwater, FL 33762

23. **AMENDMENTS.** All duties, obligations and liabilities of COUNTY and COMPANY, with respect to the privileges granted, are expressly set forth herein and this Agreement can only be amended in writing by both Parties.

24. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

25. **AUTHORITY.** COMPANY represents and warrants that COMPANY is a duly authorized and existing entity qualified to do business in the State of Florida,
that COMPANY has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of COMPANY are authorized to do so in compliance with all known State Statutes and Regulations.

(The remainder of this page is left intentionally blank.)
IN WITNESS WHEREOF, COUNTY has caused this Agreement to be executed by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, and COMPANY has caused the same to be executed by its appropriate and authorized officer.

PINELLAS COUNTY, FLORIDA
By and through its County Administrator

Witnesses:

By: __________________________
Signature
Printed Name

By: __________________________
Signature
Printed Name

APPROVED AS TO FORM:

By: __________________________
Managing Assistant County Attorney

APPROVED AS TO CONTENT:

By: __________________________
Thomas R. Jewsbury, Airport Director

COMPANY:

Witnesses:

By: __________________________
Signature
Printed Name
Printed Name

By: __________________________
Signature
Printed Name
Printed Title
EXHIBIT B
[INSURANCE REQUIREMENTS]

Agreement for Transportation Network Company

The COMPANY shall obtain and maintain at all times during its performance of this Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from companies licensed to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Within 10 days prior to commencement of operations, COMPANY shall email certificate that is compliant with the insurance requirements to kgood@fly2pie.com. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced below for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.

b) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.

c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the COMPANY and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

d) COMPANY shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said COMPANY from its insurer. Notice shall be given by certified mail to: St. Pete-Clearwater International Airport, 14700 Terminal Blvd., Ste. 221, Clearwater FL 33762. Nothing contained herein shall absolve COMPANY of this requirement to provide notice. If the COMPANY fails to maintain the insurance coverages required herein the County may terminate this Agreement.

e) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity’s name that is signing this Agreement with the County. If COMPANY is a Joint Venture the Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the insurance requirements with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies pursuant to these requirements, shall have no recourse against the COUNTY for payment of any premiums or the assessments of any deductibles which are the sole responsibility and risk of the COMPANY.

(3) The term "COUNTY" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees and/or agents thereof in their official capacities, and/or while acting
on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the COMPANY and any sub-contracted Provider(s) if sub-contractors are permitted under this Agreement.

f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration:

(1) **Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this Agreement. No exclusions for physical abuse or sexual molestation.

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<td>Combined Single Limit Per Occurrence</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
<td>2,000,000</td>
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<tr>
<td>Personal Injury /Advertising Injury</td>
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<tr>
<td>General Aggregate</td>
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(2) **Business Automobile or Trucker’s Liability Insurance** covering owned, hired, and non-owned vehicles. If the COMPANY does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless COMPANY can show that this coverage exists under the Commercial General Liability policy.

(a) Each TNC Driver, or COMPANY on behalf of its TNC Driver, shall maintain primary automobile insurance that: (1) Recognizes the TNC Driver is a TNC Driver or otherwise uses a vehicle to transport passengers for compensation; and (2) Covers the TNC Driver while the TNC Driver is logged onto the Digital Network of COMPANY, or while the TNC Driver is engaged in a Prearranged Ride.

(b) The following automobile insurance requirements apply while a participating TNC Driver is logged onto COMPANY's Digital Network but is not engaged in a Prearranged Ride: (1) Primary automobile liability coverage of at least $50,000 for death and bodily injury per person, $100,000 for death and bodily injury per incident, and $25,000 for property damage; (2) Personal Injury protection benefits that meet the minimum coverage amounts required under Florida Statute, Sections 627.730-627.7405; and (3) Uninsured and underinsured vehicle coverage as required by Florida Statute, Section 627.727.
(c) The following automobile insurance requirements apply while a TNC Driver is logged onto COMPANY's Digital Network and engaged in a Prearranged Ride: (1) Primary automobile liability coverage of at least one million dollars ($1,000,000) for death, bodily injury, and property damage; (2) Personal Injury protection benefits that meet the minimum coverage amounts required of a limousine under Florida Statute, Sections 627.730- 627.7405; and (3) Uninsured and underinsured vehicle coverage as required by Florida Statute, Section 627.727.

(d) A TNC Driver shall carry proof of coverage satisfying the requirements above at all times while using a TNC Vehicle in connection with a Digital Network. In the event of an accident, a TNC Driver shall provide this insurance coverage information to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers. Proof of financial responsibility may be presented through an electronic device, such as a digital phone application, under Florida Statute, Section 316.646.

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<tr>
<th>Limit</th>
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(3) Property Insurance COMPANY will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C

FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1. GENERAL CIVIL RIGHTS PROVISIONS. The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

   1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

   3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

   4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

   5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- **49 CFR part 21** (Non-discrimination In Federally-Assisted Programs of The Department of Transportation — Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

- **Airport and Airway Improvement Act of 1982**, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- **The Civil Rights Restoration Act of 1987**, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- **The Federal Aviation Administration’s Non-discrimination statute** (49 U.S.C. § 47123)
(prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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