

## **AGREEMENT FOR REIMBURSEMENT OF CITY EXPENDITURES UNDER JOINT PARTICIPATION AGREEMENT**

This Agreement for Reimbursement of City Expenditures Under Joint Participation Agreement (this “Agreement”) is entered into as of November 12, 2025, by and between **The City of Clearwater, Florida**, a Florida municipal corporation (the “City”) and **FlyUSA PV, LLC**, a Florida limited liability company (“FlyUSA”) (collectively, the City and FlyUSA shall be referred to as the “Parties” and each individually as a “Party” herein.)

### **RECITALS**

WHEREAS, the City and FlyUSA entered into that certain Lease and Property Operation Agreement dated January 17, 2023 (the “Lease”) relating to Clearwater Executive Airport located at 1000 N. Hercules Avenue, Clearwater, Florida 33765 and more particularly described in the Lease (the “Premises”); and

WHEREAS, the City and FlyUSA are seeking grant funding from the Florida Department of Transportation (“FDOT”) for parking lot expansion and rehabilitation at the Premises as referenced in Public Transportation Agreement Grant No. G2092 (the “Project”) to prepare for the development contemplated under the Lease; and

WHEREAS, a condition of the grant funding is that FDOT will cover Eighty Percent (80%) of the Project’s costs and the City will cover the remaining Twenty Percent (20%); and

WHEREAS, being that the Project will be necessary for the Parties to proceed with the development contemplated under the Lease, FlyUSA has agreed to reimburse the City for the City’s Twenty Percent (20%) funding match; and

WHEREAS, the total cost of the Project will not exceed One Million One-Hundred Thousand Dollars and Zero Cents (\$1,100,000.00).

NOW, THEREFORE in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Recitals and Capitalized Terms.** The recitals set forth herein are true, accurate and correct and are incorporated herein by reference. All capitalized terms, unless otherwise defined or modified hereby, shall have the same meaning as set forth in this Agreement.

**2. Reimbursement for the Project.** FlyUSA hereby agrees to reimburse the City for the City’s twenty percent (20%) match of costs and expenses required by the FDOT grant for the Project. The Parties agree that this reimbursement payment shall not exceed Two-Hundred and Twenty Thousand Dollars and Zero Cents (\$220,000.00). Payment shall be due to the City within thirty (30) days of invoice to FlyUSA after the Project has been paid for by the City.

**3. Remedies in Event of Nonpayment.** In the event the City is not reimbursed by FlyUSA within the timeframe specified in Section 2, the City shall be entitled to specific performance and any other legal or equitable remedy available at law to collect such funds owed under this Agreement. In addition, the City shall be entitled to reasonable attorney's fees.

**4. Notice.** Unless otherwise agreed to in writing by the Parties, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery after having been sent by registered or certified United States mail, postage pre-paid, return receipt requested, or by personal delivery (by overnight courier or otherwise) and addressed as follows:

If to the City:	City of Clearwater ATTN: Marine and Aviation Director P.O. Box 4748 Clearwater, Florida 33758
With a copy to:	City of Clearwater ATTN: City Manager P.O. Box 4748 Clearwater, Florida 33758
If to FlyUSA:	FlyUSA PV, LLC ATTN: Barry Shevlin & Mike Connor 1000 N. Hercules Ave. Clearwater, Florida 33765

**5. Authority.** Each Party represents and warrants that it has the power and authority to execute this Agreement and that there are no third-party approvals required to execute this Agreement or to comply with the terms or provisions contained herein.

**6. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by facsimile transmission or other electronic format.

**7. Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be in Pinellas County, Florida.

**8. Invalid or Illegal Provision(s).** If any one or more provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision. The Parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary

to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date and year first above written.

(CITY SIGNATURE PAGE)

**THE CITY OF CLEARWATER, FLORIDA,**  
a Florida municipal corporation.

By: \_\_\_\_\_  
Jennifer Poirier  
City Manager  
Date: \_\_\_\_\_

Approved as to form:

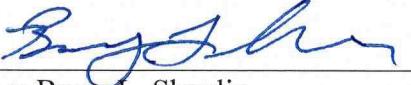
Attest:

\_\_\_\_\_  
Melissa Isabel, Esq.  
Assistant City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_

(FLYUSA SIGNATURE PAGE

**FLYUSA PV, LLC,**  
a Florida limited liability company.

By:   
Name: Barry L. Shevlin  
Title: Manager  
Date: 11-12-2025

STATE OF FLORIDA      )  
COUNTY OF Pinellas      )

The foregoing instrument was acknowledged before me by  physical presence or  
[ ] online notarization, this 12 day of November, 2025, by Barry L. Shevlin, as Manager  
of FlyUSA PV, LLC, a Florida limited liability company, on behalf of the company. He/She is  
personally known to me or produced FL Driver License as identification.



Michael Scola  
Comm.: HH 645215  
Expires: Feb. 26, 2029  
Notary Public - State of Florida

Michael Scola  
Print Name: Michael Scola  
Notary Public