

**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 January __, 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 the Clearwater Airpark 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 construction of a rotating beacon at the Premises as referenced in Public Transportation Agreement Grant No. G3901 (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 as a rotating beacon is crucial and acts as a visual navigational aid during low visibility conditions like night or heavy weather allowing pilots to accurately identify the airport's position and approach safely, 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 Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00).

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 Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00). 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 Poirrier
City Manager

Date: _____

Approved as to form:

Attest:

Melissa Isabel
Assistant City Attorney
Date: _____

Rosemarie Call
City Clerk
Date: _____


(FLYUSA SIGNATURE PAGE

FLYUSA PV, LLC,
a Florida limited liability company.

By: 
Name: William Holtz
Title: Manager
Date: 02-04-25

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by [] physical presence or
[] online notarization, this 4 day of February, 2025, by William Holtz, 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 _____ as identification.


Print Name: Aaron Braley
Notary Public

