

**GROUND SERVICES AGREEMENT – COURTESY VEHICLE SERVICE –  
COMMERCIAL BUS SERVICE**

THIS GROUND SERVICE AGREEMENT (“Agreement”) made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”) and, Pinnacle Car Services, Inc., (“Owner/Operator”).

**1. TERM**

This term shall commence on January 1, 2025 (“Effective Date”) and terminate on December 31, 2025.

**2. INTENT**

The purpose of this Agreement is to provide annually for the Owner/Operator the privilege of operating the designated courtesy vehicle service to pick up and deliver Owner’s customers, baggage, packages, and similar items to and from OKC Will Rogers International Airport (“Airport”). The Owner/Operator shall have joint use, in common with others entitled to such use, the facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport for common use by similar courtesy vehicle service operators. Only areas or zones as designated by the Director of Airports (“Director”) to load and unload courtesy vehicles shall be used in the manner designated for these operations.

**3. FEE**

In exchange for the privilege to operate the courtesy vehicle service on Airport premises, Owner/Operator shall pay an annual fee in the amount of \$660.

**4. NON-TRANSFERABLE**

This Agreement, nor any related permits, are assignable or transferable from one Owner/Operator to another company.

**5. OWNER/OPERATOR REQUIREMENTS**

Owner/Operator shall provide all necessary information including permit/license numbers and proof of liability insurance coverage, as required in Paragraph 11, and pay the required annual fee. Owner/Operator must comply with all courtesy vehicle requirements of the City of Oklahoma City (“City”) Oklahoma Corporation Commission and the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

**6. RULES AND REGULATIONS**

Owner/Operator shall observe and obey all rules and regulations governing the conduct and operation of the Airport including the Operational Procedures for All Courtesy Vehicles at OKC Will Rogers International Airport attached hereto by reference, which are reasonably required for the prudent and efficient operation of the Airport and may be amended during the term of the Agreement. Further, Owner/Operator agrees to observe and comply with any and all Federal, State, or Local statutes, ordinances, regulations, and standards applicable to Owner/Operator, or it’s use of the Airport Premises.

Owner/Operator further understands that if any of its employees or drivers it sponsors to operate courtesy vehicle(s) under this Agreement violates any of the rules, regulations, operational procedures or any Federal, State, or local law, this Agreement may be terminated and the privilege to conduct business on Airport premises through the issuance of this Agreement may be suspended or revoked.

7. **NO SOLICITING**

Any solicitation of the general public on Airport property by an Owner/Operator or Driver of a courtesy vehicle or by their employees, agents, representatives, or any others on their behalf is expressly prohibited. Drivers of courtesy vehicles may not verbally or otherwise solicit, ask, request, implore, intimidate, plead, or otherwise engage passengers directly or indirectly for ground transportation service. Only approved advertisements will be allowed in the Terminal or on Airport property. Drivers of courtesy vehicles shall refrain from loud or boisterous talk while in the designated area. Cruising or driving past any loading areas in search of or for soliciting prospective passengers is prohibited.

8. **TERMINATION**

Either party, at its option, may terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to the other party. There is no refund of fees as a result of early termination by Owner/Operator or the Trust.

9. **INDEMNIFICATION**

Owner/Operator hereby agrees to release, defend, indemnify, and save harmless the Trust and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Owner/Operator's acts or omissions, negligence, misconduct, operations or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Owner/Operator's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Owner/Operator's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Owner/Operator shall not be liable or be required to release Trust for any loss, damage, claims, suits, cost, expense, or actions occasioned by the negligence or willful misconduct of the Trust, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

10. **LIABILITY INSURANCE**

A. **Policy Requirements:** Owner/Operator shall purchase, or cause to be purchased, and maintain in effect during the Term of this Agreement with insurance carriers or risk retention groups having an AM Best rating of A-VII or better, or equivalent rating from comparable and reputable rating service, who are authorized to do business in the State of Oklahoma, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered

minimum coverage amounts and Owner/Operator may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

1. Workers' Compensation and Employer's Liability Insurance: Owner/Operator shall maintain during the term of the Agreement, Workers' Compensation Insurance in the amount as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in a recommended amount of no less than \$1,000,000 per accident for bodily injury or disease. (If Owner/Operator has no employees or is not otherwise subject by law, a verified statement may be provided as a substitute.)
  
2. Commercial General Liability Insurance: Owner/Operator shall carry a policy of Commercial General Liability Insurance, to protect the Owner/Operator and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Owner/Operator under the Agreement, whether such activities, omissions, and operations be by the Owner/Operator, subcontractor, or by anyone employed by or acting for the benefit of the Owner/Operator in conjunction with this Agreement in the following minimum amounts.
  - Combined single occurrence or accident: \$750,000 for any number of property or bodily injury claims arising out of a single act, accident, for occurrence for vehicles having a seating capacity of six (6) or less passengers; or
  - Combined single occurrence or accident: \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence for vehicles having a seating capacity of seven (7) to nine (9) passengers; or
  - Combined single occurrence or accident: \$5,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence for vehicles having a seating capacity of ten (10) or more passengers.
  
3. Automobile Liability Insurance: Owner/Operator shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Owner/Operator in connection with the performance of this Agreement.

In a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence, unless other amounts are specified by Oklahoma law, rule, or regulation.

B. Certificates of Insurance:

1. Deductibles: Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Owner/Operator shall notify the Director immediately if Owner/Operator has deductibles or retains self-insurance in excess of this stated amount. Owner/Operator shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Owner/Operator will not diminish Owner/Operator's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Owner/Operator to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Trust's option. During the term of the Agreement, if the Owner/Operator's elected insurance program exceeds any previously approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Owner/Operator which in the Director's sole discretion may impact the Owner/Operator's ability to satisfy any deductible or retained self-insurance, then the Director may require Owner/Operator to take such reasonable actions to ensure first dollar of loss coverage to the Trust and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.
2. Certificate of Insurance: Certificate(s) of Insurance, approved by the Oklahoma Insurance Department for any policy providing coverage at the Airport shall be submitted to the Trust prior to the Effective Date of this Agreement and maintained throughout the Term of this Agreement. The Certificate(s) of Insurance must include all of the line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible, and coverage limits as required in the Agreement, all additional insured parties, and any required contractual liability coverage as required within this Paragraph 11 and be signed by the authorized representative of the insurance company.
3. Additional Insured: Except for Workers' Compensation, and Employer's Liability Insurance, the Certificates of Insurance shall name Owner/Operator as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (equivalent in coverage provided to the Trust as a named insured). Additional insured status must be shown on the Certificate(s) of insurance.
4. Subordination and Subrogation: Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to any coverage of the Owner/Operator and Owner/Operator's coverage shall at

all times provide and state that it shall be primary coverage. Owner/Operator waives the right of subrogation or claims of contribution by the Trust or the City.

5. Notice of Change in Policy: Owner/Operator must provide the Trust at least thirty (30) days prior written notice of any cancellation, non-renewal, or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s).
6. Signatory: The Certificates of Insurance must be signed by an authorized representative of the insurance company(s).
7. Inspection of Policy: In the event of a claim related to the Owner/Operator's operations at or from the Airport and the Trust or City is a named party, then the Trust and the City reserves the right to inspect complete copies of any insurance policies required in Paragraph 11 that name the City or Trust as an additional insured. In this event, said policies shall be made available by the Owner/Operator for inspection and review on a timely basis at the Airport.
8. Contractual Liability: The Certificate of Insurance for the Commercial General Liability Insurance shall provide of coverage for Owner/Operator's contractual liabilities. In the event the Certificate of Insurance does not delineate coverage for Owner/Operator's contractual liabilities or the Owner/Operator's insurance policy does not provide sufficient coverage for the Owner/Operator's contractual obligations contained in this Agreement, Owner/Operator agrees that Owner/Operator's contractual obligations to the Trust are not diminished by the Owner/Operator's elected insurance provisions. Applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement.
9. Failure to Maintain Insurance: If Owner/Operator fails to maintain the foregoing insurance or fails to provide a current certificate of insurance to the Trust, the Director may assess a \$100 per day fee on the Owner/Operator for each day that the Owner/Operator is not in compliance.

## **11. GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Owner/Operator agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the

Owner/Operator transfers their obligation to another, the transferee is obligated in the same manner as the Owner/Operator.

This above provision obligates the Owner/Operator for the period during which the property is owned, used or possessed by the Owner/Operator and the Airport remains obligated to the Federal Aviation Administration.

## 12. **CIVIL RIGHTS TITLE VI ASSURANCE**

A. Title VI Clauses for Compliance with Nondiscrimination Requirements: During the performance of this Ground Service Agreement, the Owner/Operator, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Owner/Operator (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 Ground Service Agreement.
2. Non-discrimination: The Owner/Operator, with regard to the work performed by it during the Ground Service Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Owner/Operator will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Ground Service Agreement 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 Owner/Operator 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 Owner/Operator of the Owner/Operator's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Owner/Operator will provide all information and reports required by the Acts, the Regulations, and the 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 Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of an Owner/Operator is in the exclusive possession of another who fails or refuses to furnish the information, the

Owner/Operator will so certify to the Trust 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 an Owner/Operator's non-compliance with the nondiscrimination provisions of this Agreement, the Trust will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding any payments to the Owner/Operator under the Ground Service Agreement until the Owner/Operator complies; and/or
  - b. Cancelling, terminating, or suspending a [ground service] Agreement, in whole or in part.
6. Incorporation of Provisions: The Owner/Operator will include the provisions of [Paragraph 13, subparagraphs] 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Owner/Operator will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Owner/Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Owner/Operator may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Owner/Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Ground Service Agreement, the Owner/Operator, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC§ 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259) (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 Owner/Operators, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49USC § 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 (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 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

13. **TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

- A. Property Acquired or Improved Under the Airport Improvement Program: The Owner/Operator for itself, its heirs, personal representatives, successors in interest, and assigns, 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 property described in this Ground Service Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the

Owner/Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. Use/Access to Real Property Acquired Under the Activity, Facility, or Program: The following clause will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Trust pursuant to the provisions of the Airport Improvement grant assurances.

The Owner/Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Owner/Operator will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

#### 14. **TRUST'S RESERVED RIGHTS**

- A. Airport Development Reservation: Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Owner/Operator from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. War or National Emergency: During a time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended and, in that event, a just and proportionate part of the rent hereunder shall be abated.
- C. Subordination: Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is

in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Owner/Operator shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Ground Services Agreement as of the day and year hereinafter written.

**PINNACLE CAR SERVICES, INC.**

  
\_\_\_\_\_  
Signature

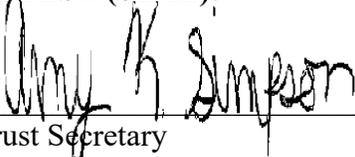
Judith Serrano  
\_\_\_\_\_  
Printed Name

Director of Operations  
\_\_\_\_\_  
Title



**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 19TH day of DECEMBER, 2024.

**ATTEST (SEAL):**

  
Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST**

  
Chairman

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust

