

Hillsborough County Aviation Authority

PROPWORKS® SOFTWARE SUPPORT, MAINTENANCE
AND CONSULTING SERVICES CONTRACT

COMPANY: AMADEUS AIRPORT IT AMERICAS, INC.

Term Date: April 1, 2018 through March 31, 2023

Board Date: March 1, 2018

TABLE OF CONTENTS

ARTICLE 1 CONTRACT	4
ARTICLE 2 SCOPE OF WORK	6
ARTICLE 3 TERM	7
ARTICLE 4 FEES AND PAYMENTS	8
ARTICLE 5 TAXES	11
ARTICLE 6 OWNERSHIP OF DOCUMENTS	11
ARTICLE 7 QUALITY ASSURANCE	11
ARTICLE 8 NON-EXCLUSIVE	11
ARTICLE 9 DEFAULT AND TERMINATION	12
ARTICLE 10 INDEMNIFICATION	14
ARTICLE 11 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS	15
ARTICLE 12 INSURANCE	16
ARTICLE 13 NON-DISCRIMINATION	18
ARTICLE 14 WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE	21
ARTICLE 15 AUTHORITY APPROVALS	23
ARTICLE 16 DATA SECURITY	23
ARTICLE 17 DISPUTE RESOLUTION	23
ARTICLE 18 NON-EXCLUSIVE RIGHTS	25
ARTICLE 19 WAIVER OF CLAIMS	26
ARTICLE 20 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES	26
ARTICLE 21 COMPLIANCE WITH PUBLIC RECORDS LAW	26
ARTICLE 22 CONTRACT MADE IN FLORIDA	27
ARTICLE 23 NOTICES AND COMMUNICATIONS	27
ARTICLE 24 SUBORDINATION OF AGREEMENT	28
ARTICLE 25 SUBORDINATION TO TRUST AGREEMENT	28
ARTICLE 26 ASSIGNMENT AND SUBCONTRACTING / SUBLEASING	29
ARTICLE 27 SECURITY BADGING	29
ARTICLE 28 VENUE	30
ARTICLE 29 RELATIONSHIP OF THE PARTIES	30
ARTICLE 30 RIGHT TO AMEND	30
ARTICLE 31 TIME IS OF THE ESSENCE	31
ARTICLE 32 AMERICANS WITH DISABILITIES ACT	31
ARTICLE 33 FAA APPROVAL	31
ARTICLE 34 AGENT FOR SERVICE OF PROCESS	31
ARTICLE 35 INVALIDITY OF CLAUSES	32
ARTICLE 36 SEVERABILITY	32
ARTICLE 37 HEADINGS	32
ARTICLE 38 COMPLETE CONTRACT	32
ARTICLE 39 MISCELLANEOUS	32
ARTICLE 40 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	33
ARTICLE 41 ORDER OF PRECEDENCE	33

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	WORK PLAN
EXHIBIT C	AUTHORITY POLICY P412, TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PROPWORKS® SOFTWARE SUPPORT, MAINTENANCE AND CONSULTING SERVICES CONTRACT

This Contract for PROPWorks® Software Support, Maintenance and Consulting Services Contract (hereinafter referred to as Contract) is made and entered into this ___ day of March 2018 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Amadeus Airport IT Americas, Inc., a Delaware corporation authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **CEO:** Authority Chief Executive Officer.
- E. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract.
- F. **Defer Time:** The cumulated time where Company is unable to progress the resolution of an Error due to events outside the responsibility of Company, including Authority contact person being unavailable, incident residing outside the scope of the Services, and any Force Majeure event.
- G. **Enhancement:** Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's

assessment of their value and of the function added to the preexisting Licensed Program.

- H. **Error:** Any failure of the Licensed Program to substantially conform to its functional specifications as published from time to time by Company. However, any nonconformity resulting from Authority misuse, improper use, alteration, or damage of the Licensed Program, or Authority combining or merging the Licensed Program with any hardware or software not supplied or identified as compatible by Company, shall not be considered an Error.
- I. **Error Correction:** Either a modification or an addition, that when made or added to the Licensed Program, establishes substantial conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Authority of such nonconformity.
- J. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- K. **ITS:** Authority Information Technology Services Department.
- L. **Licensed Program:** The computer programs described in Exhibit A, Scope of Work, attached hereto, including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent Releases) to the extent offered to Authority under this Contract.
- M. **Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer level with Authority management and executive offices, and the six short-term parking levels.
- N. **Personnel:** Individuals who are directly employed or contracted by Company to perform Services at the Airport.
- O. **Principal Consultant:** The individual responsible for ensuring that all Services are provided as outlined in Exhibit A, Scope of Work and who will be Company's primary contact for all Services under this Contract.
- P. **Priority Level:** The level of severity of an Error.
- Q. **Project Manager:** The individual designated by Authority who is responsible for the day to day management of the Services.

- R. **Root Cause Analysis (RCA):** A systematic process for identifying Root Causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Errors that develop, but instead requires finding a way to prevent such Errors.
- S. **Releases:** New versions of the Licensed Program, which may include both Error Corrections and Enhancements.
- T. **Restoration of Service Time:** The period between the time Authority notifies Company of an Error and the time when the Services are restored to the Licensed Program by Company.
- U. **Root Cause:** A factor that causes an Error.
- V. **Scheduled Downtime:** The period of time for the Licensed Program for the purpose of Company carrying out activities necessary for the proper operation of such Service. Includes, software loads, communication loads, upgrades, preventative maintenance, Error Correction, and Error verification.
- W. **Services:** Services listed in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference.
- X. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- A. Exhibit A, Scope of Work
- B. Exhibit B, Work Plan
- C. Exhibit C, Authority Policy P412, Travel and Business Development Expenses

ARTICLE 2

SCOPE OF WORK

2.01 Company agrees to provide the Services as set forth in Exhibit A, Scope of Work.

2.02 Work Plan

- A. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Contract if necessary to complete the Work Plan tasks. Company will only begin Services upon execution of the Work Plan by Company and Authority. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.

- B. Upon agreement between Authority and Company to the terms and conditions of the Work Plan, both Parties will execute the Work Plan and Authority will issue a Purchase Order to Company to perform the specific items agreed to under the Work Plan. The Authority Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.

ARTICLE 3

TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on April 1, 2018 and will continue through March 31, 2023 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on April 1, 2018 and will continue for the Term of this Contract.

3.04 Commencement of Operations

Company will begin providing the Services on April 1, 2018 and will continue through March 31, 2023.

3.05 Renewal Options

This Contract may be renewed at the same terms and conditions hereunder for two (2), one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of March 31, 2025.

3.06 Early Termination

Either Party may terminate this Contract, without cause, by giving thirty (30) days written notice to the other Party. However, Company may not cancel this Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Contract.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. PROPWorks® Software Support and Maintenance

1. The amount to be paid under this Contract shall not exceed \$800,000.
2. Annual Software Maintenance
Annual Software Maintenance is offered at twenty percent (20%) of the application license Fee, which is included in the maintenance fee, and is subject to an annual increase of one and one-half percent (1.5%).
3. Rates
The following maintenance fees shall be billed by Company and payable by Authority annually in advance:

Contract Year	Contract Term	Price Per Year
1st Contract Year	April 1, 2018 through March 31, 2019	\$47,865.57
2nd Contract Year	April 1, 2019 through March 31, 2020	\$49,301.54
3rd Contract Year	April 1, 2020 through March 31, 2021	\$50,780.59
4th Contract Year	April 1, 2021 through March 31, 2022	\$52,304.01
5th Contract Year	April 1, 2022 through March 31, 2023	\$53,873.13
Optional 6th Contract Year	April 1, 2023 through March 31, 2024	\$55,489.32
Optional 7th Contract Year	April 1, 2024 through March 31, 2025	\$57,154.00

4. Additional Training

Costs for custom training packages are based on the training courses requested and Company's published hourly rates at the time of training, to include on and off-site preparation time.

5. Supplemental Charges

Authority requested Enhancements and additional support are offered at Company's published hourly rates at time of request. Authority is responsible for reimbursing Company for expenses. Reimbursement is limited to costs approved by Authority in advance of Services being provided. All travel shall be in accordance with Exhibit C, Authority Policy P412, Travel and Business Development Expenses.

6. Pre-Paid Consulting Units

Company offers prepaid consulting units at a discounted rate. Prepaid consulting units are available in forty (40) hour blocks prepaid at the time of renewal and anniversary date of support and maintenance. The rate is based on the current published rate for prepaid consulting services, excluding expenses for on-site work, to clients located within the forty-eight (48) contiguous U.S. states.

7. PROPworks® User Conference Attendance Fee

The PROPworks® User Conference Attendance Fee is included for five (5) users. Additional users may attend for a fee. The fee for additional users will be identified each year in the Conference Registration Packet.

B. PROPWorks® Consulting

Authority will pay Company based on an approved detailed Work Plan that includes the task costs and payment schedule.

1. Fees

Company shall provide Services and incur costs under this Contract only upon the request of Authority. Payment will be made to Company for Services requested by Authority as follows:

a. Hourly Rates

Company's published hourly rates at time of request; however, in no event shall the hourly rate for Services exceed \$210.

b. Reimbursable expenses

Authority will reimburse Company for Authority pre-approved expenses.

c. Travel expenses

No out-of-town travel expenses shall be incurred by Company except upon written request and approval by the Vice President of ITS or designee. Such travel expenses, if approved, will be reimbursed by Authority in accordance with Exhibit C, Authority Policy P412, Travel and Business Development Expenses.

- d. In no event shall Company increase its rates more than three percent (3) in any given year during the Contract Term, including renewal options.
- e. No other charges, fees or costs will be allowed.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include, at a minimum, the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings , or other material, regardless of the physical form or characteristics made by Company or its employees solely for the purposes of Services to Authority under this Agreement will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services performed by Company, its Personnel, employees and/or its subcontractors under this Contract. All Services furnished by Company, its Personnel, employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any Services and that the assignment of Services to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by

performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or

C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will 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 Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will 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, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10

INDEMNIFICATION

To the fullest extent permitted by law, the Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with the Company's presence on or use or occupancy of the Airport; the Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; the Company's performance, non-performance or purported performance of this Contract; or any breach by the Company of the terms of this Contract, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of the Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, the Company will have the duty to defend the Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Company, the Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Company.

The Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by the Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the termination of this Contract. Compliance with insurance requirements under this Contract shall not relieve the Company of its liability or obligation to indemnify, hold harmless and defend the Authority as set forth in this Article.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any Work Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that

Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of Authority governing body, and Authority officers, volunteers and employees are included as additional insured.

12.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
---	-------------

D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all Services of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

E. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services,

computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 13

NON-DISCRIMINATION

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

13.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

13.02 Civil Rights. Company, with regard to the Services performed by it under this 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. 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;
- I. 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);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
 - K. 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 13.03 In all solicitations either by competitive bidding or negotiation made by the Company for Services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 13.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 13.06 Company will include the provisions of Paragraphs 13.01 through 13.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction,

Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

- 13.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 14

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

14.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

14.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Contract. Failure by Company 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 Authority deems appropriate.
- B. Company 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 agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

14.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.

- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 15

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 16

DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its Personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such Personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 17

DISPUTE RESOLUTION

17.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized

changes in the Services, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the Services begins on which Company bases the claim, whichever is earlier.
- D. When the Services on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the Services within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the Services to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

17.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations

pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the Services related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 18

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 19

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules, Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 21

COMPLIANCE WITH PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 22

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 23

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)

TO COMPANY:
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

AMADEUS AIRPORT IT AMERICAS, INC.
5950 HAZELTINE NATIONAL DRIVE, SUITE 210
ORLANDO, FL 32822
ATTN: CHRIS KELLER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
AMADEUS AIRPORT IT AMERICAS, INC.
5950 HAZELTINE NATIONAL DRIVE,
SUITE 210
ORLANDO, FL 32822
ATTN: CHRIS KELLER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 24

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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 this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 25

SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of

this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 26

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 27

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform Services under this Contract will be badged with an Airport identification badge (hereinafter referred to as Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of

Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the parties that the assessment of the liquidated damage fee is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 28

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 29

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 30

RIGHT TO AMEND

In the event that the United States Government, including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 31

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 32

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 33

FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 34

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 36

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 37

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 38

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 39

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 40

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 41

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present such conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of March, 2018.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2018, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

AMADEUS AIRPORT IT AMERICAS, INC.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

AMADEUS AIRPORT IT AMERICAS, INC.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2018,

by _____ in the capacity of _____
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT A
SCOPE OF WORK

This Scope of Work details the type of Services and deliverables that may be requested by Authority from Company. Company agrees to provide the Services required under the Contract and as specifically described in this Scope of Work. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services. Upon completion of any expansion, reduction, or modification in the Services, such changes will be included in the Contract by letter to Company and without formal amendment.

1.01 Contact

A. Authority's Contact Person

Authority Vice President of ITS or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

B. Company's Contact

1. Company Principal Consultant and Project Manager

Company has designated Chris Keller, Vice President, Business Development and Customer Support, as the Principal Consultant and Project Manager who will have full authority to act on behalf of Company.

2. Company must not remove such Principal Consultant and/or Project Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Principal Consultant and/or Project Manager being replaced. Company will not make any personnel changes of the Principal Consultant and/or Project Manager until written notice is made to and approved by Authority's Vice President of ITS or designee.

1.02 Software Support and Maintenance

A. Core Modules

1. Core Modules covered by the Contract are as follows:

- Company/Contract Management
- Agreement Management
- Billing and Invoicing Management
- Concessions/Sales Management
- Risk Management

EXHIBIT A
SCOPE OF WORK

- Oracle Finance Interface
 - PROPworks Viewer
 - Amadeus ESB
2. The maintenance fees included in Article 4, Fees and Payments, subsection 4.01 (A) (2), Rates, include the fee for Authority right to use the Licensed Program.
 3. Company shall implement Releases to the Licensed Program at no additional fee to Authority.
- B. Company Personnel
Company shall maintain trained staff capable of rendering Services as set forth in this Scope of Work in support of the Licensed Program.
- C. Telephone Assistance
Company shall maintain a telephone hotline that allows up to three (3) individuals designated by Authority to seek technical or operational assistance in use of the Licensed Program. Telephone Assistance must be provided during Authority Business Days.
- D. Authority-Requested Enhancements
If Authority requests that Company provide an Enhancement to the Licensed Program, the Enhancement is offered at Company's then-published rates.
- E. Major Enhancements
Company may, from time to time, offer major Enhancements to its customers generally. Such Enhancements will be offered at Company's then-published daily rate.
- F. New Releases
Company may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if Company so elects, major Enhancements. Company shall provide Authority with one copy of each such new Release. Company shall provide reasonable assistance to help Authority install and operate each such new Release, provided that such assistance, if required to be provided at Authority location, shall be subject to the supplemental charges set forth in Article 4, Fees and Payments, of this Contract.
- G. Authority Training
Training at Authority location is available from Company on a per day basis based on Company's then-published hourly rates at the time of training, including on and off-site preparation time.

EXHIBIT A
SCOPE OF WORK

H. Errors

1. Authority shall provide written notice to Company for Errors which it desires Company to provide an Error Correction. Company shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported by Authority to Company. Following completion of the Error Correction, Company shall provide the Error Correction consisting of sufficient programming and operating instructions to implement the Error Correction. Company shall include the Error Correction in all subsequent Releases of the Licensed Program. Company shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Company shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Authority to implement the newest Release, not to exceed one hundred and eighty (180) days.
2. Priority Levels
Company will comply with the following Priority Levels provided below when Errors are reported by Authority. These levels, as determined by Authority, are measured according to the business impacts of each problem:

Priority Level	Impact	Description
Priority 1	Business critical impacts	Error that completely interrupts the critical business processes, affecting all users.
Priority 2	Business high impact	Error that partially interrupts or degrades business critical processes and for which there is no alternative available. Error affects multiple users.
Priority 3	Business efficiency impact	Error that interrupts non-critical business processes. Failure of a system but alternative available to Authority. Error affects single user. Workaround is available.
Priority 4	Business Inconvenience	System minor Error that degrades, but does not interrupt, business non-critical processes.

3. Restoration of Service Time
 - i. When Authority reports an Error to Company, Company will assign to it one of the above Priority Levels as determined by Authority.
 - ii. Authority shall provide Company with dumps, as requested, and with sufficient support and test time on Authority computer system to duplicate

EXHIBIT A
SCOPE OF WORK

the Error, certify that the Error is with the Licensed Program, and certify that the Error has been corrected.

- iii. Restoration of Service time based on Priority Level for the Error as set by Authority is outlined in the following table:

Priority	Pre-diagnostic Time	Response Time
1	30 min	4 hour
2	1 hour	4 hours
3	2 hours	8 hours
4	2 hours	24 hours

- iv. Priority Level for Restoration of Service time does not apply:
- a. During Scheduled Downtime.
 - b. During Defer Time.
- v. An Error is deemed to be resolved when either:
- a. Company rectifies the Error, reports such to Authority, and Authority agrees and accepts Company solution. Authority failure to notify Company of agreement and acceptance of Error resolution within forty-eight (48) hours after Company's written notice of Error Correction shall be deemed to constitute Authority agreement and acceptance; or
 - b. Workaround has been achieved and the implementation of further resolution is scheduled; or
 - c. Authority acknowledges, after contacting Company, that there is no further Error; or
 - d. Company confirms to Authority that the functionality which is the subject of the reported Error is corrected; or
 - e. The Error cannot, despite reasonable efforts, be reproduced by Company and/or Authority and as such was a one-off; or
 - f. Company and Authority mutually determine that a remedy for the Error will be included in the next Release for the Licensed Program.

I. Service Level Reports

EXHIBIT A
SCOPE OF WORK

Company shall deliver to Authority, within thirty (30) days from the end of each calendar month, a report which indicates shortfalls in the Service Level during the preceding calendar month.

J. Root Cause Analysis

Company will provide an RCA within five (5) Authority Business Days of any outage and/or performance issue. Company will leverage Authority RCA template and present it in the next scheduled status meeting or forward to the Vice President of ITS if no such meeting is scheduled.

- A. Root Cause is a factor that caused a nonconformance and should be permanently eliminated through an agreed upon process, program, hardware and/or training solution.
- B. Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the subject Root Cause. Solutions may include program, hardware and/or training solution.

1.03 Consulting

- A. Upon the request of Authority, Company agrees to provide consulting Services with regard to PROPWorks® related tasks.
- B. Services will only begin upon the completion and full execution of a Work Plan as shown in Exhibit B, Work Plan, and issuance of a Purchase Order.
- C. On site or remote work requirements will be determined on a task by task basis and approved in advance by Authority in accordance with Article 2, Scope of Work, Section 2.02, Work Plan.
- D. Company agrees to mentor at least one (1) Authority staff member while performing Services associated with a Work Plan. Authority staff member will work with Company's assigned staff during Company's performance of each Work Plan to ensure detailed knowledge transfer is provided.
- E. Company will provide Authority detailed written documentation upon the completion of each Work Plan outlining how the work was performed.
- F. Authority does not guarantee that it will request consulting Services.

[The remainder of this page was intentionally left blank]

EXHIBIT B

WORK PLAN

EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan No.

2. Project Information
The information in this section will be completed by Authority.
 - A. Project Title:

 - B. Project Summary
 - i. Project Purpose:

 - ii. Project Description:

 - iii. Project Scope of Work and Deliverables:

3. Schedule and Costs
The information in this section will be completed by Company and approved by Authority prior to performing any work.
 - A. Project Schedule/Timeline
Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

 - B. Total Cost of Project
Provide the costs in U.S. dollars.

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	

EXHIBIT B

WORK PLAN

Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable)	\$

C. Reimbursable Costs:

Provide an explanation for all projected reimbursable costs listed in Item B above.

4. Payment Method and Schedule

Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

EXHIBIT B

WORK PLAN

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

<COMPANY>:

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. Pursuant to policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

Travel by Air Carrier:

1. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted.

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

F. Meals and Incidental Expenses:

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals and incidental expenses for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

appropriately documented expenses related to the business development activity. These types of expenses for other Authority staff must be approved in advance by the department Vice President.

2. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
3. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N Working Meals:

1. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic full-day or half-day Authority-wide or department strategic planning sessions.
2. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
3. Notwithstanding subparagraph 2 above, Executive staff, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).

EXHIBIT C

AUTHORITY POLICY, P412 TRAVEL AND BUSINESS DEVELOPMENT EXPENSES

5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
7. Working meals will be reimbursed upon presentation of appropriate documentation.