



HILLSBOROUGH COUNTY AVIATION AUTHORITY

SUPPLEMENTAL CONTRACT FOR GIS PROFESSIONAL SERVICES

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

COMPANY: Woolpert, Inc.
4454 Idea Center Blvd., Suite 100
Dayton, OH 45430
Telephone: 937.461.5660
Fax: 937.461.0743

HILLSBOROUGH COUNTY AVIATION AUTHORITY
SUPPLEMENTAL CONTRACT FOR GIS PROFESSIONAL SERVICES

1.	INTRODUCTION.....
2.	DEFINITIONS.....
3.	SCOPE OF WORK.....
4.	TERM.....
5.	FEES AND PAYMENTS.....
6.	TAXES
7.	OWNERSHIP OF DOCUMENTS.....
8.	QUALITY ASSURANCE.....
9.	NON-EXCLUSIVE
10.	INDEMNIFICATION
11.	ACCOUNTING RECORDS/AUDIT REQUIREMENTS
12.	INSURANCE
13.	COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS.....
14.	AUTHORITY APPROVALS
15.	DATA SECURITY
16.	SYSTEM AND ORGANIZATION CONTROL 2.....
17.	USE OF ARTIFICIAL INTELLIGENCE
18.	VPN ACCESS
19.	DISPUTE RESOLUTION.....
20.	NON-EXCLUSIVE RIGHTS.....
21.	LAWS, REGULATIONS, ORDINANCES, AND RULES.....
22.	COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW
23.	CONTRACT MADE IN FLORIDA.....
24.	NOTICES AND COMMUNICATIONS.....
25.	SUBORDINATION OF CONTRACT
26.	SUBORDINATION TO TRUST AGREEMENT.....
27.	ASSIGNMENT AND SUBCONTRACTING
28.	APPLICABLE LAW AND VENUE
29.	ANTI-HUMAN TRAFFICKING LAWS
30.	RELATIONSHIP OF PARTIES
31.	RIGHT TO AMEND
32.	TIME IS OF THE ESSENCE
33.	NON-DISCLOSURE
34.	WAIVERS
35.	TENANCY
36.	AMERICANS WITH DISABILITIES ACT
37.	E-VERIFY REQUIREMENT.....
38.	AGENT FOR SERVICE OF PROCESS
39.	INVALIDITY OF CLAUSES.....

40.	SEVERABILITY
41.	HEADINGS
42.	PUBLIC ENTITY CRIME
43.	ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT
44.	CONTRACT CHANGES.....
45.	COMPLETE CONTRACT.....

Exhibits:

A - GSA Contract No. GSA 47QTCA25D002W

B – Sample Work Plan

C - Authority Policy P412, Travel, Business Development, and Working Meals Expenses

D - Affidavit of Compliance with Anti-Human Trafficking Laws

1. INTRODUCTION

This Supplemental Contract for GIS Professional Services (Supplemental Contract) is made and entered into this 6th day of March, 2025 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 (Authority), and Woolpert, Inc., authorized to do business in the State of Florida, (Company), (collectively hereinafter referred to as the Party or Parties).

The following terms and conditions contained in this Supplemental Contract are hereby incorporated in and made a part of GSA Contract No. GSA 47QTCA25D002W (GSA Contract), which is attached hereto as Exhibit A. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the GSA Contract, this Supplemental Contract shall control.

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

2. DEFINITIONS

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

2.1 Accounts Payable

The unit within Authority Finance Department that deals with accounts payable.

2.2 After Action Review (AAR)

A systematic process for identifying the 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 Software Errors that develop but instead requires finding a way to prevent such Software Errors from occurring again.

2.3 Airport

Tampa International Airport.

2.4 Artificial Intelligence (AI)

Means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

2.5 Authority Data

All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Company, otherwise received by Company, or generated by Authority or Company for purposes relating to this Supplemental Contract, including related metadata.

2.6 Board

The Hillsborough County Aviation Authority Board of Directors.

2.7 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.8 CJIS

Criminal Justice Information Services.

2.9 Confidential Information

Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret.

2.10 Data Breach

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

2.11 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, 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 Software.

2.12 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the Software to the Work Plan, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable Work Plan, without changing the basic function of the Software.

2.13 Exhibits

Exhibits are attached hereto to this Supplemental Contract and are hereby incorporated and made a part of this Supplemental 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 Supplemental Contract.

A. Exhibit A, GSA Contract No. GSA 47QTCA25D002W

B. Exhibit B, Sample Work Plan

C. Exhibit C, Authority Policy P412, Travel, Business Development, and Working Meals Expenses

E. Exhibit D, Affidavit of Compliance with Anti-Human Trafficking Laws

2.14 FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.15 GIS

Geospatial Information Systems.

2.16 GSA

General Services Administration.

2.17 Information Technology (IT) Infrastructure

Hardware, Software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

2.18 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Authority systems.

2.19 Personnel

Individuals who are directly employed or contracted by Company to perform the Services at the Airport.

2.20 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty (50) states of the United States.

2.21 Services

Services as detailed in the Work Plan.

2.22 Software

Collectively or individually the computer programs licensed under this Supplemental Contract, including, without limitation, the programs for each subsystem.

2.23 Software Error

Any failure of the Software to substantially conform the applicable Work Plan. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with hardware or Software not supplied or identified as compatible by Company, shall not be considered an Error.

2.24 Term

March 6, 2025 through June 5, 2027.

2.25 Trust Services Criteria

Criteria that helps verify that systems meet security, availability, confidentiality, processing integrity, and privacy requirements, thereby supporting trust and reliability.

2.26 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.27 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades include, but are not limited to, releases, which may include both Error Corrections and Enhancements.

2.28 Vice President of Information Technology

Authority contract person responsible for the Authority Information Technology Services Department.

2.29 Vice President of Procurement

Authority contact person responsible for the Authority Procurement Department.

2.30 Work Plan

The order form used by the Authority and Company in accordance with Exhibit B, Sample Work Plan.

3. SCOPE OF WORK**3.1 Work Plan**

- A. Without invalidating this Supplemental Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by Work Plan. 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, Sample Work Plan. The Work Plan schedule may go beyond the termination date of this Supplemental Contract if necessary to complete the Work Plan tasks. 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. Any additions, deletions, or revisions to the Services, and any resulting equitable adjustments to fee or schedule in a Work Plan shall be memorialized in an amendment to the Work Plan, to be executed by both parties.

- B. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Supplemental Contract. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
- C. Upon execution of the Work Plan, the Authority will issue a Purchase Order to Company to perform the specific items agreed upon schedule and/or costs, to in the Work Plan. The 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 Supplemental Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.
- D. Any Purchase Order issued during the effective period of this Supplemental Contract and not completed within such period shall be completed by the Company within the time specified in the Work Plan. The Supplemental Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Plan to the same extent as if the Work Plan were completed during the Supplemental Contract effective period.

4. TERM

4.1 Effective Date

This Supplemental Contract will become effective upon execution by Company and approval and execution by Authority. This Supplemental 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.

4.2 Term

The Term of this Supplemental Contract commences on March 6, 2025 and will continue through June 5, 2027, unless terminated earlier as provided herein.

4.3 Extension

Upon the expiration of the Term of this Contract, at the Authority's sole discretion, subject to the Company's written approval, this Contract may be extended for a maximum of six (6) months. Such extensions will be effective by the issuance of a written letter to the Company by the Vice President of Procurement. Any such extension will be pursuant to the same terms and conditions in effect at the time of such extension.

4.4 Early Termination

Authority may terminate this Supplemental Contract, without cause, by giving thirty (30) calendar days written notice to Company.

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

The total amount payable under this Supplemental Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

5.2 Payment

Authority will pay Company as agreed upon an executed Work Plan by Company and Authority. Any travel costs preapproved by Authority will be paid in accordance with Exhibit C, Authority Policy P412 - Travel, Business Development, and Working Meals Expenses.

5.3 Invoices

Invoices required by this Supplemental Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

5.4 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), 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 > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > 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 Supplemental Contract in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

5.5 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Supplemental 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 Services performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Supplemental Contract as approved in advance in writing by Authority.

5.6 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 Supplemental Contract.

6. TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Supplemental 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.

7. OWNERSHIP OF DOCUMENTS

Upon receipt of payment for Services rendered, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, made by Company or its employees incident to, or in the course of, Services to Authority will be and remain the property of Authority. Notwithstanding, Company shall maintain its ownership rights to any of its standard or proprietary details, specifications, or documentation incorporated into the documents although Authority shall receive a non-exclusive, non-transferrable, limited license to use the standard or proprietary details, specifications, or documentation in connection with the documents as a whole.

8. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Supplemental Contract. All Services furnished by Company, its employees and/or its subcontractors shall be performed with the standard of care ordinarily exercised by members of Company's profession working under the same or similar conditions. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

9. NON-EXCLUSIVE

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

10. INDEMNIFICATION

10.1 To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Supplemental Contract, the Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

- A. presence on, use or occupancy of Authority property;
- B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- C. any breach of the terms of this Supplemental Contract;
- D. performance, non-performance or purported performance of this Supplemental Contract;

- E. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
- F. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- G. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

10.2 In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

- A. presence on, use or occupancy of Authority property;
- B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- C. any breach of the terms of this Supplemental Contract;
- D. performance, non-performance or purported performance of this Supplemental Contract;
- E. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance;
- F. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- G. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part

by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

- 10.3** If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Supplemental Contract.
- 10.4** If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Supplemental Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Supplemental Contract, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Supplemental Contract.
- 10.5** Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Supplemental Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- 10.6** In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Supplemental Contract. This indemnification in this paragraph shall survive the termination of this Supplemental Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 10.7** Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

- 10.8** Authority and its members, officers, agents, employees, and volunteers reserve the right,

at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

- 10.9** If the above Articles –10.1 – 10.8 or any part of Articles 10.1 – 10.8 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

11. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

11.1 Books and Records

In connection with payments to Company under this Supplemental 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 Supplemental Contract. Records include, but are not limited to, books, documents, papers, records, research, and Work Plans related to this Supplemental Contract. Company will not destroy any records related to this Supplemental Contract without the express written permission of the Authority.

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

At any time or times during the Term of this Supplemental Contract or within three years after the end of this Supplemental Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Supplemental Contract or over selected operations performed by Company under this Supplemental Contract for the purpose of determining compliance with this Supplemental Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Supplemental Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Supplemental Contract or any work order. 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 Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by 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 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 the Company

liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Authority retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply

Auditors have the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Authority's staff for any Services included or not included in this Supplemental Contract do not act as a waiver or limitation of the Auditor's right to perform engagements.

The Company will notify the Authority no later than seven (7) calendar days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Supplemental Contract and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Supplemental Contract.

12. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Supplemental Contract. In the event the Company becomes in default of the following requirements, the 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 the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

12.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any

Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Supplemental Contract.

12.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Supplemental 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, the Company under this Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Supplemental 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 30 37 10 01.

	<u>Supplemental Contract Specific</u>
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

12.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

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

12.4 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 covering the work performed pursuant to this Supplemental Contract are:

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

12.5

█

█

█

█

█

█

█

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.7 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Supplemental Contract, waives all rights against the

Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

12.8 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

12.9 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

12.10 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 > Business & Community > Business Opportunities > Supplier Resources > Work with Procurement > Supplier Resources & Training > Insurance for Suppliers.

13. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- 13.1** Compliance with Regulations. Company will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Supplemental Contract.
- 13.2** Nondiscrimination. Company, with regard to the work performed by it during this Supplemental Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination

Acts and Authorities, including employment practices when the Supplemental Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Supplemental 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).

- 13.3** Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Supplemental Contract and the Nondiscrimination Acts and Authorities relative to of race, color or national origin.
- 13.4** Information and Reports. Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.5** Sanctions for Noncompliance. In the event of Company's non-compliance with the non-discrimination provisions of this Supplemental Contract, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Supplemental Contract until Company complies, and/or cancellation; (b) canceling, terminations or suspending this Supplemental Contract, in whole or in part.
- 13.6** Incorporation of Provisions. Company will include the provisions of Paragraphs 13.1 through 13.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and/or directives issued pursuant 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, that if the Company becomes involved in or is threatened with, litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 13.7** Company assures that, in the performance of its obligations under this Supplemental 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.

14. AUTHORITY APPROVALS

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

15. DATA SECURITY

15.1 Authority Data

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 under this Supplemental Contract by such Personnel.

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to maintain the confidentiality and security of all Authority Data in connection with the performance of the Services.

Without limiting Company's other obligations under this Supplemental Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.

Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest, and in use. Company must not deviate from this encryption requirement without advance written Authority approval.

Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

Company understands and acknowledges that, to the extent that performance of its obligations under this Supplemental Contract involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.

Company must implement procedures to minimize the collection of PII.

15.2 No Malware/Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority Data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.

15.3 Data Protection Laws

Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Services.

15.4 Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications prior written approval.

15.5 Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Company must fully cooperate with Authority and is solely responsible for:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Authority with an AAR of the Data Breach;
- C. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
- E. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- F. providing notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

15.6 Incident Response Costs

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

16. SYSTEM AND ORGANIZATION CONTROL 2

Company must provide a System and Organization Control 2 (SOC 2) report, or equivalent as determined by the Authority, prepared by a qualified, licensed, and independent CPA firm or agency accredited by the American Institute of Certified Public Accountants (AICPA) annually. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria. Note that information contained in the SOC 2 report may be confidential and such confidential information will not be disclosed to the public under Section 119.0725, Florida Statutes. It is unlikely that the entire SOC 2 report is confidential. It is incumbent upon the Company to identify any confidential information it reasonably believes is contained in the SOC 2 report. The Authority will endeavor to not disclose any such designated information, unless in the Authority's sole judgment, Company did not reasonably designate the confidential information or unless required by law or court order.

17. USE OF ARTIFICIAL INTELLIGENCE

- 17.1** Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.
- 17.2** To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting,

uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.

- 17.3** Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Company shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.
- 17.4** Company's request for approval to use AI must be submitted in writing and contain the following:
- A. The specific Authority Data to be used;
 - B. The purpose and intended use of the AI;
 - C. The potential benefits and risks associated with using the AI;
 - D. The measures in place to ensure data security and confidentiality;
 - E. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
 - F. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- 17.5** Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
- 17.6** To maintain the confidentiality of Authority Data, Company must only share information with approved Personnel and must not input Sensitive Security Information (SSI) into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Information Technology Services if it is unsure whether it should input certain information.
- 17.7** Company must implement robust security measures to protect Authority Data from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized Personnel only; and regular security audits and assessments.

- 17.8** To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating “This content generated with the assistance of AI” should exist on any document or work product created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- 17.9** Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual’s identity.
- 17.10** Company is fully liable for any damages arising out of use of AI and Authority Data.
- 17.11** Upon termination of this Supplemental Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.

18. VPN ACCESS

18.1 Background Check Requirement

The Company agrees to conduct background checks, as set out below, on all Personnel who will have access to Authority IT Infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

18.2 Scope of Background Checks

The background checks must include, at a minimum:

- Verification of identity
- Criminal history checks using the guidelines required in Airport Security 49 CFR 1542
- Employment history verification
- Education and qualification verification

18.3 Certification of Compliance

The Company shall provide the Authority a written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Company, verifying compliance with the background check requirements outlined in this Supplemental Contract. The certification must confirm that all Personnel with access to the Authority’s IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

18.4 Right to Audit

The Authority reserves the right to audit the Company's background check processes and records to ensure compliance with this Supplemental Contract. Such audits may be conducted upon reasonable notice and during Authority business hours.

18.5 Immediate Termination

The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Company Personnel who are found to have disqualifying offenses, as stated in Airport Security 49 CFR 1542, or if the Company fails to comply with these background check requirements.

19. DISPUTE RESOLUTION

19.1 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 Supplemental Contract, payment of money, extension of time, or other relief with respect to the terms of this Supplemental Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Supplemental 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 Supplemental Contract time is due to Company for work not clearly provided for in this Supplemental Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Supplemental 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) calendar days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Supplemental Contract time is based has been completed, Company will, within ten (10) calendar 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 Supplemental Contract and maintain effective progress to complete the work within the time(s) set forth in this Supplemental Contract.
- F. The making of final payment for this Supplemental Contract may constitute a waiver of all claims by Authority except those arising from:

1. Claims, security interests or encumbrances arising out of this Supplemental Contract

- and unsettled;
- 2. Failure of the work to comply with the requirements of this Supplemental Contract;
- 3. Terms of special warranties required by this Supplemental Contract; and
- 4. Latent defects.

19.2 Resolution of Claims and Disputes

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) calendar 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) business 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 Supplemental Contract responsibilities, shall meet, within ten (10) calendar 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) business 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) calendar days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work 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.

- A. 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.
- B. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

20. NON-EXCLUSIVE RIGHTS

This Supplemental 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.

21. LAWS, REGULATIONS, ORDINANCES, AND 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, Authority Rules and 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 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 from Authority.

22. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUPPLEMENTAL 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.

The 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 the Authority in order to perform the Services contemplated by this Supplemental Contract.
- B. Upon request from the Authority custodian of public records, provide the 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 applicable 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 applicable law

for the duration of the Term of this Supplemental Contract and following completion of the Term of this Supplemental Contract.

- D. Upon completion of the Term of this Supplemental Contract, keep and maintain public records required by the Authority to perform the Services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

23. CONTRACT MADE IN FLORIDA

This Supplemental 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 Supplemental Contract are expressly set forth herein and this Supplemental Contract can only be amended in writing and agreed to by both Parties.

24. 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) calendar days after depositing such notice or communication in a postal receptacle, or one (1) calendar day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)

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

OR (HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
SKYCENTER ONE

5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470 ATTN:
CHIEF EXECUTIVE OFFICER

TO Company:
(MAIL DELIVERY)

WOOLPERT, INC.
4454 IDEA CENTER BLVD., SUITE 100
DAYTON, OH 45430
ATTN: ERIC RISNER

OR (HAND DELIVERY)
WOOLPERT, INC.
4454 IDEA CENTER BLVD., SUITE 100
DAYTON, OH 45430
ATTN: ERIC RISNER

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.

25. SUBORDINATION OF CONTRACT

It is mutually understood and agreed that this Supplemental 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 Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

26. SUBORDINATION TO TRUST AGREEMENT

This Supplemental 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 Supplemental 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.

27. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Supplemental Contract without the prior written consent of Authority, which shall not be unreasonably withheld. 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 Supplemental Contract.

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

28. APPLICABLE LAW AND VENUE

This Supplemental Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of

Florida.

The Company hereby waives any claim against the Authority and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Supplemental Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Supplemental Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

29. ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit D, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Supplemental Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

30. RELATIONSHIP OF PARTIES

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

31. 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 to this Supplemental 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 Supplemental 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.

32. TIME IS OF THE ESSENCE

Company recognizes that the time of performance is important to the Authority and agrees to exercise diligence in the performance of its Services consistent with the agreed upon project schedule, subject to the generally accepted standard of care for performance of such Services.

33. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Supplemental Contract will not be disclosed by Company, whether or not provided before or after the date of this Supplemental Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Supplemental Contract. Company will not use the Information

for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will take measures to prevent the unauthorized use, access, acquisition, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Supplemental Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

Notwithstanding anything to the contrary herein, Company's confidentiality obligations under this Supplemental Contract shall not apply to Information that:

- (a) is publicly available or otherwise in the public domain; or
- (b) is rightfully furnished to it from any third party, without restriction and without breach of this Supplemental Contract; or
- (c) is released by the Authority to any third party without restriction; or
- (d) is developed by Company independent of information or materials received from the Authority; or
- (e) must be disclosed by Company pursuant to judicial order or proper government regulation or other requirement, provided Company uses its reasonable best efforts to notify the Authority prior to such disclosure.

The non-disclosure obligation imposed on Company under this Supplemental Contract will survive the expiration or termination, as the case may be, of this Supplemental Contract and the obligation will last indefinitely.

34. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental 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 Supplemental Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 Supplemental Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

35. TENANCY

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 Supplemental Contract by his or her signature thereto.

36. 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.

37. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

38. 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 Supplemental 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 in this Supplemental Contract, or in the event of a foreign address delivery 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) calendar 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 protests thereto, any laws to the contrary notwithstanding.

39. INVALIDITY OF CLAUSES

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

40. SEVERABILITY

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

41. 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 Supplemental Contract. If for any reason there is a conflict between content and headings, the content will control.

42. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

43. 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 Supplemental 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 Supplemental Contract.

44. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Supplemental Contract:

- A. a change in the Scope of Services, if any;
- B. a change of the Supplemental Contract amount, fees, hourly rates or other costs, if any;

- C. a change of the basis of payment, if any;
- D. a change in Supplemental Contract time, if any; and
- E. changes to the terms and conditions of this Supplemental Contract.

44.1 Claim for Payment

Any claim for payment for changes in the Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of the Supplemental Contract documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

44.2 Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with the Supplemental Contract documents and fails within seven (7) calendar days after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another Company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

45. COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 6th day of March, 2025.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online authorization, this ____ day of _____, 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Woolpert, Inc.

Signed in the Presence of:

Joshua Steinbrun
Witness

Joshua Steinbrun
Printed Name

Nathan Fischer
Witness

Nathan Fischer
Printed Name

BY: Eric Risner
Signature

Vice President
Title

Eric Risner
Printed Name

4454 Idea Center Blvd., Suite 100
Printed Address

Dayton, OH 45430
City/State/Zip

Woolpert, Inc.

STATE OF Ohio
COUNTY OF Greene

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19th day of February, 2025, by Eric Risner as
(Name of person)
vice-president for Woolpert Inc
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Pamela E. Brun
Signature of Notary
PAMELA E. BRUN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Mar. 13, 2027