

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
SPECIAL LEGAL SERVICES - CONSTRUCTION LAW CONTRACT

1. INTRODUCTION

THIS CONTRACT FOR SPECIAL LEGAL SERVICES ("Contract") is made and entered into as of December 5, 2025, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida ("Authority"), and Carlton Fields, PA ("Special Counsel").

2. WITNESSETH

WHEREAS, Authority wishes to retain a law firm to provide certain legal services on behalf of the Authority; and

WHEREAS, Special Counsel has been selected to provide the desired services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

3. TERM

3.1 Effective Date

This Contract will become binding and effective upon approval and execution by Authority and Special Counsel ("**Effective Date**"). 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.

3.2 Term

This Contract will begin on December 5, 2025 and continue through December 4, 2027 ("**Initial Term**"), unless terminated earlier as provided herein or extended as provided in the Subsection entitled, Renewal Option (such Initial Term, plus any such Renewal Term, referred to as

("Term").

3.3 Renewal Option

If Special Counsel is not in default of any terms of this Contract and if Special Counsel has performed all the terms, covenants and conditions herein contained, this Contract may be renewed at the terms and conditions stated hereunder for two, one-year periods subsequent to the end of the Initial Term (each additional term hereinafter referred to as "*Renewal Term*") upon written approval by the General Counsel. Such renewal will be effective by letter without formal amendment to this Contract. If all such Renewal Terms are approved by the Authority, this Contract will have a final termination date of December 4, 2029.

3.4 Termination

This Contract may be terminated by Authority, with or without cause, upon 30 days' written notice to Special Counsel. This Contract may be terminated by Special Counsel, with or without cause, if Special Counsel is not in default of any terms of this Contract, upon 30 days' written notice to Authority; except, however, Special Counsel may not terminate this Contract without Authority approval until any and all existing projects or assignments are complete. Notwithstanding the foregoing, however, Special Counsel may terminate this Contract if the obligation to do so is based upon requirements pursuant to the Rules Regulating the Florida Bar due to the creation of a conflict or otherwise.

Notwithstanding, the Indemnification provisions of this Contract will survive termination of this Contract, as will the Authority's obligation to make payment to Special Counsel for work performed up to the effective date of termination of this Contract.

4. SCOPE OF SERVICES

4.1 Authority Lead Attorney

General Counsel will act as the lead attorney on behalf of the Authority and will serve as the Authority general contact person.

4.2 Special Counsel Lead Attorney

Luis Prats will act as the lead attorney on behalf of Special Counsel with regard to legal services provided to Authority in the area of construction litigation and related matters. Additional attorneys, as previously authorized by General Counsel, may provide legal services associated with the matter specified above; however, Mr. Prats will serve as Special Counsel's general contact person. Mr. Prats will be responsible for supervising the specified matters on behalf of Special Counsel and for filing all required bills, reports, plans and budgets with the Authority. Special Counsel recognizes that it has been selected by the Authority to provide the legal

services hereunder based on the experience of Mr. Prats and Special Counsel may not change its lead attorney or other authorized additional attorneys without prior written approval from General Counsel.

4.3 Scope of Services

Special Counsel shall perform for and on behalf of Authority legal services, including, but not limited to, legal matters in the area of construction law and other legal matters and will consult with General Counsel concerning how to best advise the Authority in those regards.

4.4 Performance of Services

This Contract shall be performed in accordance with the following provisions:

- A. Special Counsel shall act as lead or co-counsel during any arbitration, litigation or administrative proceedings, if any, associated with the Scope of Services described above on behalf of the Authority as General Counsel may direct. General Counsel may elect to serve as co-counsel and will sign all pleadings and/or have his/her name listed as co-counsel, as appropriate.
- B. Upon request, Special Counsel shall provide consultation to General Counsel, including requirements for legal representation, changes to procedural and substantive laws and regulations that govern the Scope of Services described above.
- C. When circumstances dictate, Special Counsel shall provide the same services described above in settlement, mediation or other dispute resolution forums.
- D. Special Counsel shall provide such additional legal services as General Counsel may subsequently determine are necessary.
- E. After receipt of an initial assignment from the Authority, Special Counsel shall provide an initial budget and return it to General Counsel along with the initial report. The initial budget will set forth a good faith estimate of the fees and costs associated with representation for the assignment. As necessary, or when requested by General Counsel, the initial budget may be reviewed and, where circumstances require, the budget may be amended, as approved by General Counsel.
- F. After the initial report, Special Counsel shall provide Authority with a status update periodically, as the assignment may require and as agreed to or requested by General Counsel. The status update will include a summary of developments since the last report (or confirmation that there has been little or no activity) together with a brief explanation of the significance of such developments to the overall assignment. Special Counsel shall also include in the status update recommendations for further activities, a budget update showing actual charges incurred during the billing period for each budget category, as well as total charges to date and original budgeted amounts for each budget category.
- G. In utilizing Special Counsel for litigation, it is the intention of the Authority to have its General Counsel participate in all strategic decisions and review all papers before service,

submission, or delivery. General Counsel shall be notified of all deadlines and key dates.

- H. In appropriate circumstances, work may be delegated to an approved partner/shareholder, associate attorney, law clerk, or paralegal to achieve this goal. Duplication of effort is not billable, and Special Counsel will avoid having more than one person involved in a task that can be professionally handled by one person (such as review of documents, performing legal research, or attendance at meetings, status conferences, depositions, or hearings). The Authority will not pay for the time of summer associates, interns or other attorneys-in-training whose presence is primarily for the purpose of instruction.
- I. Special Counsel shall make every effort to maintain continuity of personnel for Authority work, and General Counsel must approve, in advance, any changes or additions to staffing affecting Authority work.
- J. In order that the Authority may conduct a review of the file whenever it chooses to do so, retention of all materials relating to the representation is required, including but not limited to, daily time slips, pre-bills and receipts. The file will be made available to the Authority promptly upon request.
- K. The parties acknowledge and agree that this is a contract for personal services. This Contract may not be assigned and none of Special Counsel obligations hereunder may be subcontracted to or performed by any third-party without the express written approval of General Counsel, which approval may be granted or withheld by General Counsel in his/her sole discretion.

At the completion of an assignment or upon termination or expiration of this Contract, Special Counsel will surrender to the Authority any memoranda, notes, records, drawings, manuals and other documents or materials and public records pertaining to services provided hereunder by Special Counsel for the Authority and Special Counsel will otherwise comply with all public

records laws, including Florida Statute Section 119.0701.

5. COMPENSATION

5.1 Fees

In consideration for the services described in Article 2 above, Special Counsel may charge hourly rates as follows:

Luis Prats/Paul J. Ullom Shareholders/Lead Attorney	\$480.00
Associates	\$375.00
Paralegals	\$180.00 (non-Clerical billing only; work that would otherwise be performed by an attorney)

The rates may be adjusted not more than 5% by mutual agreement in writing between Special Counsel and General Counsel at the beginning of each calendar year.

5.2 Not-to-Exceed

The amounts to be paid under this Contract shall not exceed \$500,000.

5.3 Billing Practices

Special Counsel will submit bills to General Counsel on a monthly basis in accordance with the following:

- A. General Counsel reserves the right to evaluate the reasonableness of fees and expenses

- and will reduce or strike any charges inconsistent with the plan, budget, this Contract, and/or any other understandings, and will explain the reason for any such actions.
- B. Special Counsel's bills will display the assignment number and Special Counsel's tax identification number. Bills will also specify: (1) the date the work was performed, (2) a description of the work, (3) the person(s) who performed the work, (4) the actual time spent on a daily basis documented to the nearest tenth of an hour, (5) the hourly rate, and (6) the actual fee (time spent times hourly rate). Note that the bills are public records and may be subject to disclosure via public records request. Vague or overly broad charges such as "research" or "preparation" may not be accepted for payment.
 - C. Bills from outside service vendors in amounts less than five hundred dollars (\$500.00) will be paid by Special Counsel and included as disbursements in the monthly bill to the Authority. Bills from outside service vendors in excess of five hundred dollars (\$500.00) will be approved by General Counsel prior to incurring the expense and then shown as a disbursement on Special Counsel's monthly bill. Receipts for all disbursements by Special Counsel must be provided to the Authority. Any charge for computerized legal research or research exceeding one hour must be pre-approved by General Counsel.
 - D. The Authority will not pay fees or costs arising out of unnecessary repetitive tasks. The Authority will be billed for only one attorney's attendance at depositions, hearings and meetings, unless the presence of an additional attorney is necessary for effective representation and the attendance of an additional attorney has been approved in advance by General Counsel. Similarly, the Authority will not be billed for routine intra-office conferences or meetings or reviewing the status of a matter with colleagues, except where conferences are required to address substantive legal issues.
 - E. The Authority will pay a reasonable fee for photocopying and outgoing faxes. Expert witness or investigator fees and any expenses other than unit priced costs, such as photocopying, that are not provided in the approved budget must be pre-approved by General Counsel.

The Authority will not pay travel time and costs, except in accordance with Authority Policy P412, Travel, Business Development, and Working Meals Expenses, as may be amended from time to time.

6. INDEMNIFICATION

6.1 To the maximum extent permitted by Florida law, in addition to the Special Counsel's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Special Counsel 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 Contract;
- D. performance, non-performance or purported performance of this 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 Special Counsel or Special Counsel's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Special Counsel, 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.

6.2 In addition to the duty to indemnify and hold harmless, Special Counsel 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 Contract;
- D. performance, non-performance or purported performance of this 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 Special Counsel or Special Counsel's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Special Counsel regardless of whether it is caused in part by Special Counsel, 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 Special Counsel 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.

6.3 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, Special Counsel agrees to the following: To the maximum extent permitted by Florida law, Special Counsel 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 Special Counsel and persons employed or utilized by Special Counsel in the performance of this Contract.

6.4 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 Contract, (ii) coverage amount of Commercial General Liability Insurance required under this 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 Contract.

6.5 Special Counsel's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Special Counsel, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

6.6 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 Special Counsel 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 Special Counsel and persons employed or utilized by the Special Counsel in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this 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.

6.7 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.

6.8 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 Special Counsel of any of its obligations under this Article.

6.9. If the above Articles 6.1 – 6.8 or any part of Articles 6.1 – 6.8 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.

6.10. This Article 6 and its related indemnification provisions will not be enforced to the extent they will invalidate or exceed the coverage provided by Special Counsel's insurance policies.

7. INSURANCE

Special Counsel must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Special Counsel 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.

Special Counsel agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

7.1 Required Coverage - Minimum Limits

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

7.2 Workers' Compensation/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

7.3 Commercial General Liability Insurance

The minimum limits of insurance covering the work 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, the Special Counsel under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Special Counsel 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.

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

7.4 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 Contract are:

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

7.5 Professional Liability Insurance

The minimum limits of Professional Liability insurance covering all work of Special Counsel without any exclusions unless approved in writing by Authority will remain in force for a period

of three years following termination of this Contract. The minimum limits of coverage are:

Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000

7.6 Waiver of Subrogation

Special Counsel, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the 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 Special Counsel.

7.7 Conditions of Acceptance

The insurance maintained by the Special Counsel must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and which can be provided upon request.

8. NOTICES AND COMMUNICATION

8.1 Delivery of Notices and Communications

All notices or communications whether to Authority or to Special Counsel pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and

addressed as follows:

<u>To Authority:</u>	<u>To Special Counsel:</u>
(Mail Delivery)	(Mail Delivery)
Hillsborough County Aviation Authority	CARLTON FIELDS, P.A .
Tampa International Airport	4221 W. Boy Scout Blvd
P.O. Box 22287	Suite 1000
Tampa, FL 33622-2287	Tampa, FL 33607-5780
Attn: General Counsel	Attn: Luis Prats

Or

<u>To Authority:</u>	<u>To Special Counsel:</u>
(Hand Delivery)	(Hand Delivery)
Hillsborough County Aviation Authority	CARLTON FIELDS, P.A.
5411 SkyCenter Dr.	4221 W. Boy Scout Blvd
Suite 500	Suite 1000
Tampa, FL 33622-2287	Tampa, FL 33607-5780
Attn: General Counsel	Attn: Luis Prats

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.

8.2 Form of Notices and Communications

All notices and communications will display the Authority project number. Non-urgent communications will be sent by regular mail, e-mail, telephone, or other economical means. Overnight couriers will be used only when reasonably necessary. The Authority encourages the use of e-mail to reduce costs and facilitate quick transmission of documents. However, the Authority is subject to the Florida Sunshine Law and Florida Public Records Act, and this will be considered before initiating any communication with the Authority.

9. PERMITS, LICENSES AND TAXES

Special Counsel will obtain and maintain throughout the Term of this Contract all permits, licenses, or other authorizations required in connection with this Contract. Special Counsel will bear, at its own expense, all costs of operating its business including all applicable sales, use,

intangible and ad valorem taxes of any kind.

10. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

10.1 Compliance with Regulations

Special Counsel will comply with the 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 Contract.

10.2 Nondiscrimination

Special Counsel, with regard to the work performed by it during this 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. Special Counsel will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, 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, Special Counsel, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. 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);
2. 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);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. 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);
7. 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);

8. 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;

9. 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);

10. Title IX of the Education Amendments of 1972, as amended, which prohibits Special Counsel from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10.3 Solicitation for Subcontracts, including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Special Counsel 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 Special Counsel of Special Counsel's obligations under this Contract and the Nondiscrimination Acts and Authorities relative to race, color or national origin.

10.4 Information and Reports

Special Counsel will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 Special Counsel is in the exclusive possession of another who fails or refuses to furnish this information, Special Counsel will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

10.5 Sanctions for Noncompliance

In the event of Special Counsel's non-compliance with the non-discrimination provisions of this 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 Special Counsel under this Contract until Special Counsel complies, and/or (b) canceling, terminating or suspending this Contract, in whole or in part.

10.6 Incorporation of Provisions

Special Counsel will include the provisions above in every subcontract and subconsultant

contract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations, and/or directives issued pursuant thereto. Special Counsel 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 Special Counsel becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Special Counsel may request Authority to enter into such litigation to protect the interests of Authority. In addition, Special Counsel may request the United States to enter into such litigation to protect the interests of the United States.

Special Counsel 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 Special Counsel, 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. Special Counsel, if required by such requirements, will provide assurances to Authority that Special Counsel will undertake an affirmative action program and will require the same of its subconsultants.

11. USE OF ARTIFICIAL INTELLIGENCE

- A. 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.
- B. Authority Data includes all data, drawings, specifications, reports, and any other information provided by the Authority or generated by Authority or Special Counsel in the course of providing the Scope of Services under this Contract.
- C. 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.
- D. To maintain the security of Authority Data and IT systems, Special Counsel is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Special Counsel is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Special Counsel'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.
- E. Special Counsel acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and Special Counsel shall not use such data for any purpose other than to provide services to the Authority. Specifically, Special

- Counsel 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 Special Counsel, without the express written consent of the Authority. Special Counsel 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.
- F. Special Counsel's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Authority Data to be used;
 - 2. The purpose and intended use of the AI;
 - 3. The potential benefits and risks associated with using the AI;
 - 4. The measures in place to ensure data security and confidentiality;
 - 5. The mechanisms in place for ensuring compliance with applicable laws including, but not limited to, data privacy and data protection laws; and
 - 6. 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.
 - G. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the services.
 - H. To maintain the confidentiality of the Authority's Data, Special Counsel must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. Special Counsel should not input Authority intellectual property into non-approved generative AI applications or enter Personally Identifiable Information (PII) for Authority employees, customers, or other third-parties into any non-approved AI application. Special Counsel should contact General Counsel if it is unsure whether it should input certain information.
 - I. Special Counsel 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.
 - J. 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. Special Counsel 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. Special Counsel should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Special Counsel will provide the Authority with regular reports detailing any use of AI involving Authority

Data including any incidents of unauthorized access or breaches. Special Counsel must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

- K. Special Counsel should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- L. Special Counsel is fully liable for any damages arising out of use of AI and Authority Data.
- M. Upon termination of this Contract, Special Counsel 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.

12. APPLICABLE LAW AND VENUE

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

Special Counsel hereby waives any claim against the 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 hereof, 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.

13. COMPLIANCE WITH PUBLIC RECORDS LAW

IF SPECIAL COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPECIAL COUNSEL'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.

Special Counsel 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. Special Counsel 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.

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.

14. ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

14.1 Books and Records

In connection with payments to Special Counsel under this Contract, it is agreed Special Counsel 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). Special Counsel 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, records, research, and Work Orders related to this Contract. Special Counsel will not destroy any records related to this Contract without the express written permission of the Authority.

14.2 Financial Reports

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

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

At any time or times during the Term of this Contract or within five years after the end of this Contract, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, Transportation Security Administration, 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 Special Counsel's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Special Counsel under this Contract for the purpose of determining compliance with this Contract.

Access will be granted to all of Special Counsel'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 directly pertinent to this Contract or any work order. If the records are kept at locations other than Tampa International Airport, Special Counsel 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.

Special Counsel agrees to deliver or provide access to all records directly pertinent to this Contract 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 directly pertinent to this Contract requested during the engagement within seven (7) calendar days of each request. Special Counsel will be in material breach of this Contract if Special Counsel fails to provide requested records in accordance with this Article and Special Counsel will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview Special Counsel's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Contract as needed to support auditor workpapers.

If as a result of any engagement it is determined that Special Counsel has overcharged Authority, Special Counsel 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 granted outside of the internal audit function for any services included or not included in this Contract do not act as a waiver or limitation of the Auditor's right to perform engagements.

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

Special Counsel 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. Special Counsel 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 Contract.

15. DATA SECURITY

Special Counsel will establish and maintain safeguards against the destruction, loss or alteration of Authority Data or third-party data that Special Counsel may gain access to or be in possession of in providing the services of this Contract. Special Counsel 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.

Special Counsel and its employees, vendors, subcontractors, and subconsultants 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 Special Counsel or Special Counsel's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority Data or third-party data, Special Counsel 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 Special Counsel at the time of such breach or potential breach, Special Counsel will investigate and cure the breach or potential breach.

16. ANTI-HUMAN TRAFFICKING LAWS

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

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

17. HEADINGS

The headings contained herein 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.

18. INVALIDITY OF CLAUSES

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

19. RELATIONSHIP OF THE PARTIES

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

therefore.

20. MISCELLANEOUS PROVISIONS

This Contract constitutes the entire contract between the parties, and may be amended only upon written amendment, unless otherwise provided. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Senior Legal Administrator

BY: _____
Arthur F. Diehl, III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael Kamprath, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by Arthur F. Diehl, III, in the capacity of Chairman, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. He is personally known to me and did not take an oath.

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

Carlton Fields, PA

Signed in the Presence of:

[Signature]
Witness

Nanette Borilla.
Printed Name

Barbara C. Woolard.
Witness

Barbara C. Woolard
Printed Name

BY: [Signature]
Signature

Shareholder
Title

Luis Prats
Printed Name

4221 W. Bay Street Blvd., Suite 1000
Printed Address

Tampa, FL 33607
City/State/Zip

Carlton Fields, PA

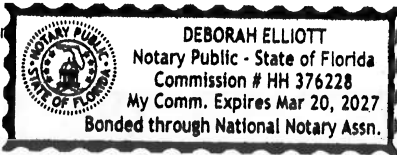
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of October, 2025, by Luis Prats as

Attorney, for HCAA
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary



[Signature]
Signature of Notary

DEBORAH ELLIOTT
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced