

HILLSBOROUGH COUNTY AVIATION AUTHORITY
CONTRACT FOR SPECIAL LEGAL SERVICES

1. INTRODUCTION

THIS CONTRACT FOR SPECIAL LEGAL SERVICES (Contract) is made and entered into as of August 18, 2026 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida (Authority), and Adams & Reese, LLP a limited liability partnership (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 October 1, 2026 and continue through September 30, 2029 (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 (2), one-year periods subsequent to the end of the Initial Term (each additional term hereinafter referred to as Renewal Term) upon written approval by CEO. 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 September 30, 2031.

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, 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.

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

Ralph DeMeo will act as the lead attorney on behalf of Special Counsel with regard to legal services provided to Authority in the area of environmental law and related legal matters. Additional attorneys, as previously authorized by General Counsel, may provide legal services associated with the matter specified above; however, Ralph DeMeo will serve as Special Counsel's general contact person. Ralph DeMeo 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 Ralph DeMeo 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 environmental law and related legal matters and will consult with General Counsel concerning how to best advise the Authority in those matters.

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 associated with the Scope of Services described above on behalf of the Authority or as General Counsel may otherwise direct. General Counsel may elect to serve as co-counsel and will sign all pleadings and/or have General Counsel's name listed as co-counsel, as appropriate.
- B. Upon request, Special Counsel shall provide consultation to General Counsel on requirements for legal representation and 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. 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 the Scope of Services under this Contract. 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 Special Counsel's representation of Authority 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 General Counsel's sole discretion.
- L. 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.

4.5 COMPENSATION

4.6 Fees

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

Shareholders/Lead Attorney	\$300.00
Associates/Of Counsel	\$250.00
Paralegals	\$145.00 (non-Clerical billing only; work that would otherwise be performed by an attorney)
Senior Engineer/Geologist	\$220.00

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.

4.7 Contingent Fees

As compensation for their services on the Contingent Fee Matter Authority agrees to pay Special Counsel the following fee based upon the total recovery:

1. Before the filing of an answer, or, if no answer is filed and settlement or other resolution is reached:
 - a. 28% of any recovery up to \$1 million; plus
 - b. 28% of any portion of the recovery between \$1 million and \$2 million; plus
 - c. 20% of any portion of the recovery exceeding \$2 million.
2. After the filing of an answer, or, if no answer is filed:
 - a. 28% of any recovery up to \$1 million; plus
 - b. 28% of any recovery between \$1 million and \$2 million; plus
 - c. 20% of any portion of the recovery exceeding \$2 million.
3. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 - a. 28% of any recovery up to \$1 million; plus
 - b. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 - c. 15% of any portion of the recovery exceeding \$2 million; and

4. An additional 5% of any recovery after notice of appeal is filed or post-judgement relief or action is required for recovery on the judgement.
5. If the case is settled by periodic payments, the contingent fee percentage will be calculated on the cost of the structured settlement or, if the cost is unknown, on the present money value of the structured settlement. Attorneys' fees shall be paid in a lump sum at the time of settlement.
6. In the event that fees are recovered in this action from any adverse party, this contract is not to be construed as a limitation on the maximum reasonable fee to be awarded to Special Counsel by the Court. If fees are paid by the defendant, Special Counsel will be paid the greater of the amount paid by the defendant or the appropriate percentage of the total gross recovery, including fees.
7. If recovery is made from a governmental agency and the attorneys' fee is limited by law as it relates to that specific recovery, it is understood the attorneys' fee shall be no more than the amount provided by law.
8. Special Counsel may employ the services of expert consultants and expert witnesses in order to prosecute this action. However, because Authority will be responsible for the payment of expert consultants and expert witnesses' fees and costs, Special Counsel will not employ such experts without the express written approval of Authority.
9. Authority agrees to waive any actual or potential conflict of interest that may arise concerning unrelated work that Special Counsel may be asked to undertake by any of the defendants to this action. Special Counsel agrees not to undertake any representation of any of the defendants in any matter which is or has the potential to prejudice or adversely effects the interests of Special Counsel. The parties agree that should any such circumstance arise, they will discuss it and attempt to achieve a reasonable resolution in the best interest of Authority.

4.8 Costs

Authority agrees to pay costs reasonably necessary to prepare the Contingent Fee Matter. "Costs" include filing fees, witness fees, expert witness costs, travel expenses, telephone charges, copying charges, fax charges, deposition costs, investigator costs and time, messenger charges, mediation expenses, computer research fees, e-discovery costs, medical or nursing consultations, and all out-of-pocket expenses incurred on the client's behalf. For Costs allocable to all of Special Counsel's other similarly situated clients engaged in PFOS litigation, Special Counsel will divide the costs equally among each

similarly situated client. For Costs allocable solely to the Authority, Authority agrees to pay the entire reasonable Costs.

4.9 Not-to-Exceed

For all matters other than the contingency fee litigation, the amounts to be paid under this Contract shall not exceed \$500,000.

4.10 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 such additional attorney has been approved in advance by General Counsel. Similarly, the Authority will not be billed for routine intra-office conferences or meetings of Special Counsel or for Special Counsel's review of 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.

5. INDEMNIFICATION

6.1 To the maximum extent permitted by Florida law, in addition to Special Counsel's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, 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 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, 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 claims 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 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 claims 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 Authority, its members, officers, agents, employees, and volunteers is 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, 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 Special Counsel and persons employed or utilized by 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 Notwithstanding the foregoing, the indemnity, defense and hold harmless obligations of Special Counsel shall be no broader than any amount covered by its professional liability, commercial general liability, workers' compensation/employer's liability, business automobile liability, or other applicable insurance policies.

6. INSURANCE

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

6.1 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.

6.2 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

6.3 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, Special Counsel under this Contract or the use or occupancy of Authority premises by, or on behalf of, 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

6.4 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	

6.5 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

6.6 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 this 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.

6.7 Conditions of Acceptance

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

7. NOTICES AND COMMUNICATION

7.1 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	Adams & Reese, LLP
Tampa International Airport	150 S. Monroe Street, Suite 300
P.O. Box 22287	Tallahassee, FL 32301
Tampa, FL 33622-2287	Attn: Ralph Demeo
Attn: General Counsel	

Or

<u>To Authority:</u>	<u>To Special Counsel:</u>
(Hand Delivery)	(Hand Delivery)
Hillsborough County Aviation Authority	Adams & Reese, LLP
SkyCenter One	150 S. Monroe Street, Suite 300
5411 SkyCenter Dr.	Tallahassee, FL 32301
Suite 500	Attn: Ralph Demeo
Tampa, FL 33622-2287	
Attn: General Counsel	

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.

7.2 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.

8. 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.

9. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations: Special Counsel (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: Special Counsel, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, 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) including amendments thereto;
 - 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage

- and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
 9. 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).
- C. 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 on the grounds of race, color, or national origin.
- D. Information and Reports. Special Counsel 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 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.
- E. Sanctions for Noncompliance. In the event of Special Counsel’s noncompliance with the nondiscrimination 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:
1. Withholding of payments to Special Counsel under this Contract until Special Counsel complies; and/or
 2. Canceling, terminating or suspending this Contract, in whole or in part.
- F. Incorporation of Provisions. Special Counsel will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Special Counsel will take 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 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 any litigation to protect the interests of Authority. In addition, Special Counsel may request the United States to enter into the litigation to protect the

interests of the United States.

10. 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 Scope of Services.
- H. To maintain the confidentiality of Authority 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. 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.
- N. Special Counsel shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Special Counsel will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

11. 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.

12. ASSIGNMENT AND SUBCONTRACTING

Special Counsel will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Any purported assignment or sublease of this Contract without the prior written consent of the Authority shall be void ab initio and of no effect. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Special Counsel will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

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

13. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES 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 the Authority in order to perform the Services contemplated by this 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 Contract and following completion of the Term of this Contract.
- D. Upon completion of the Term of this Contract, keep and maintain public records required by the Authority to perform the Services. Special Counsel 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.

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 or any duly authorized representative of the Authority, 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 the Authority or will provide records electronically in a computer-readable format acceptable to the Authority 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 the Authority 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.

The Authority has 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 at the Federal Reserve Bank of New York (FRBNY) prime rate 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 Authority's right to perform engagements.

Special Counsel 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 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 the Authority the same access to business records at the subconsultant and subcontractor level in all its subconsultant and subcontractor agreements executed related to this Contract.

15. 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, Special Counsel, 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 Special Counsel or subcontractor. If Special Counsel enters into a contract with a subcontractor, Special Counsel 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.

16. AMERICANS WITH DISABILITIES ACT

Special Counsel 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.

17. DATA SECURITY

A. Authority Data:

1. 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 under this Contract by such personnel.
2. Special Counsel must notify the Authority in advance of engaging any subcontractors that will have access to Authority Data and provide details about subcontractor's data security practices.
3. Special Counsel represents and warrants that Special Counsel 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.
4. Special Counsel is obligated to maintain the confidentiality, availability, and integrity of

all Authority Data in connection with the performance of the services. Special Counsel must implement strict access controls to ensure that only authorized personnel have access to Authority Data, including requirements for user authentication, role-based access control, and regular access reviews.

5. Without limiting Special Counsel's other obligations under this Contract, Special Counsel 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 Special Counsel must, at a minimum, encrypt all PII in-transit, in use, and at-rest.
 6. Special Counsel 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 Special Counsel in writing.
 7. Special Counsel must encrypt all Authority confidential information. Special Counsel must encrypt the aforementioned in motion, at rest, and in use in a manner that, at a minimum, adheres to Authority's security policies, procedures, and other requirements. Special Counsel must not deviate from this encryption requirement without advance written Authority approval.
 8. Special Counsel understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of PII, Special Counsel will act only on instructions and directions from Authority.
 9. If Authority is required to provide or rectify information regarding an individual's PII, Special Counsel 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 Special Counsel, Special Counsel will notify Authority of such request as soon as reasonably practicable.
 10. Special Counsel must implement procedures to minimize the collection of PII.
- B. No Malware/Surreptitious Code: Special Counsel 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 Special Counsel discovers that malware or surreptitious code has been introduced into software, Special Counsel 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.
- C. Data Protection Laws: Special Counsel will comply with all applicable data protection laws, including those that would apply if Special Counsel, 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. Special Counsel will notify the Authority in writing within 24

hours of any actual or suspected non-compliance with applicable data protection laws or any security incidents involving Authority Data.

- D. Notice to Authority: Special Counsel will adhere to and comply with all security measures and procedures established by the Authority and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by the Authority regarding data security. In the event Special Counsel or Special Counsel'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, Special Counsel 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 Special Counsel at the time of such data breach or potential breach, Special Counsel 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 PII may have been affected or exposed by such data breach. Special Counsel must not make any public announcements relating to such data breach without prior written approval of Authority General Counsel.
- E. Data Breach Responsibilities:
 - 1. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Special Counsel agrees to cooperate fully with the Authority in any investigation or response efforts related to the data breach, including providing access to relevant documentation, records, and resources as needed, to include:
 - a. investigating and resolving any data privacy or security issues;
 - b. upon request, providing Authority with an After Action Review (AAR) including root cause analysis 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.
 - 2. 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.
- F. Incident Response Costs: In the event of a data breach attributable to an act or omission of Special Counsel, as part of such remediation, Special Counsel 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.

- G. Global Positioning System (GPS): Special Counsel will list any dependency on GPS technology or GPS technology incorporated in Special Counsel's product or services.

18. SCRUTINIZED COMPANIES

Special Counsel is required to complete Exhibit A, Scrutinized Company Certification, 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 287.135 if it is found that Special Counsel submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran, has been placed on the Scrutinized Companies or Other Entities that Boycott Israel list, or is engaged in a boycott of Israel.

19. ANTI-HUMAN TRAFFICKING LAWS

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

This Contract will be terminated in accordance with Florida Statute Section 787.06 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(14).

20. SUBORDINATION OF CONTRACT

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

21. SUBORDINATION OF TRUST AGREEMENT

This Contract and all rights of Special Counsel 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 Special Counsel hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

22. FAA APPROVAL

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

23. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Special Counsel. 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 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.

24. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

25. 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 Contract as a condition precedent to the granting of funds for the improvement of Tampa International Airport, Special Counsel agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Special Counsel be required, pursuant to this paragraph, to agree to a decrease in the charges provided for hereunder.

26. 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.

27. 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.

28. 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 for Special Counsel's acts or omissions.

29. STATEMENT OF RIGHTS

With respect to the Contingent Fee Matter, the undersigned Authority has, before signing this Amendment, received and read Exhibit C, Statement of Client's Rights in Contingency Fee Cases, and understands each of the rights set forth therein. The undersigned Authority has signed the statement and received a signed copy to keep and to refer to while being represented by Special Counsel.

Upon conclusion of the Contingent Fee Matter, Special Counsel will provide the client with a closing statement listing all the financial details of the case, including the amount recovered, all expenses and a precise statement of attorneys' fees.

30. MISCELLANEOUS PROVISIONS

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

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

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:

Michael T. Kamprath, 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 _____, 20__, 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

Contract for Special Legal Services
Hillsborough County Aviation Authority

ADAMS & REESE, LLP

Signed in the Presence of:

Valentina I. Bruzual

Witness

Valentina I. Bruzual

Printed Name

Catherine J. Quindoza

Witness

Catherine J. Quindoza

Printed Name

BY:

Ralph A. DeMeo

Signature

Special Counsel

Title

Ralph A. DeMeo

Printed Name

150 S. Monroe Street Suite 300

Printed Address

Tallahassee, Florida 32301

City/State/Zip

ADAMS & REESE, LLP

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of August, 2026 by Ralph A. DeMeo as

(Name of person)

Special Counsel

(type of authority)

Adams & Reese, LLP

(name of party on behalf of whom contract was executed)



Catherine J. Quindoza

Signature of Notary

Catherine J. Quindoza

Print, Type, or Stamp Commissioned Name of Notary

Personally Known ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

Completed via Remote Online Notarization using 2 way Audio/Video technology.

Contract for Special Legal Services
Hillsborough County Aviation Authority

Exhibit A
Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of \$1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

Company: Adams & Reese LLP		
Address: 150 S. Monroe Street		
City: Tallahassee	State: FL	Zip Code: 32301
Phone: 850.655.8933	Email: Ralph.demeo@arlaw.com	
Federal ID Number:		

I, _____, as a representative of _____, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

Signature

Title

Exhibit B
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Adams & Reese, LLP (Special Counsel), hereby attests under penalty of perjury that:

1. Special Counsel does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Special Counsel.

Date: August 18, 2026

Signed: *Ralph A. DeMeo*

Entity: Adams & Reese LLP

Name: Ralph A. DeMeo

Title: Special Counsel

Exhibit C
Statement of Client's Rights in Contingency Fee Cases

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and

each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs and expenses to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida.