

This Amendment No. 1 to the Master Agreement is entered into by and between **Hillsborough County Aviation Authority** (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)** (collectively referred to as the “Parties”).

WHEREAS, the Customer and Esri entered into a Master Agreement with an effective date of November 22, 2025 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the Term for an additional three (3) years and update applicable language, exhibits, and pricing for the extension period; and

WHEREAS, Esri agrees to continue to provide the Services for the extension period in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. **ATTACHMENT B, GENERAL TERMS AND CONDITIONS, ARTICLE 2, TERM AND TERMINATION**, Subsection 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement commences on November 22, 2025, and will continue through November 21, 2029, unless terminated earlier as provided herein (“Term”). Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

3. **ATTACHMENT B, GENERAL TERMS AND CONDITIONS, ARTICLE 9, GENERAL PROVISIONS**, Subsection 9.20, **Anti-Human Trafficking Laws** of the Agreement is hereby deleted in its entirety and replaced with the following:

Esri is required to complete Attachment K, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time the Agreement is executed and to complete a new Attachment K for each renewal option period, if any. This Agreement will be terminated for convenience in accordance with Florida Statute Section 787.06 if it is found that Esri submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (14).

4. **ATTACHMENT G, SUPPLEMENTAL PROVISIONS, ARTICLE 5, COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS** of the Agreement is hereby deleted in its entirety and replaced with the following:

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

- 5.01 Compliance with Regulations: Esri (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 Agreement.
- 5.02 Nondiscrimination: Esri, with regard to the work performed by it during this Agreement, 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. Esri 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 Agreement, Esri, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. 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);
- H. 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
- I. Title IX of the Education Amendments of 1972, as amended, which prohibits Esri from discriminating because of sex in education programs or activities (20 U.S.C., 1681 *et seq.*).

5.03 Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Esri 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 Esri of Esri’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

5.04 Information and Reports. Esri 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 Customer or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Esri is in the exclusive possession of another who fails or refuses to furnish this information, Esri will so certify to the Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5.05 Sanctions for Noncompliance. In the event of Esri’s noncompliance with the nondiscrimination provisions of this Agreement, the Customer 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 Esri under this Agreement until Esri complies; and/or
- B. Canceling, terminating or suspending this Agreement, in whole or in part.

5.06 Incorporation of Provisions. Esri 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. Esri will take action with respect to any subcontract or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Esri becomes involved in or is threatened with litigation with a

subcontractor or supplier because of such direction, Esri may request Customer to enter into any litigation to protect the interests of Customer. In addition, Esri may request the United States to enter into the litigation to protect the interests of the United States.

5. **ATTACHMENT G, SUPPLEMENTAL PROVISIONS, ARTICLE 9, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** of the Agreement is hereby deleted in its entirety and replaced with the following:

Esri is required to complete Attachment J, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Attachment J for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Esri 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, or has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran.

6. **ATTACHMENT J, SCRUTINIZED COMPANY CERTIFICATION** of the Agreement is hereby deleted in its entirety and replaced with the revised **ATTACHMENT J**.
7. **ATTACHMENT K, AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS** of the Agreement is hereby deleted in its entirety and replaced with the revised **ATTACHMENT K**.

Except as may be specifically modified by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of October 2026.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Caster, Secretary

BY:

Aurthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online authorization, this ____ day of October 2026, 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

Printed Name

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

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,
this ____ day of October, 2026, by _____ as

(Name of person)

_____, for _____
(type of authority)

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

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

**ATTACHMENT J
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: Environmental Systems Research Institute, Inc.		
Address: 380 New York Street		
City: Redlands	State: CA	Zip Code: 92373
Phone: (909) 793-2853	Email: info@esri.com	
Federal ID Number: 95-2775-732		

I, Alejandra Merino, as a representative of Environmental Systems Research Institute, Inc., 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.

A. Merino

Signature

Alejandra Merino

Printed Name

Manager, International Contracts

Title

Sep 14th, 2026

Date

ATTACHMENT K

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of Environmental Systems Research Institute, Inc. ("Esri"), hereby attests under penalty of perjury that the Esri:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

Date: Sep 14th, 2026

Signed: A. Merino

Entity: Environmental Systems Research Institute, Inc.

Name: Alejandra Merino

Title: Manager, International Contracts