HILLSBOROUGH COUNTY AVIATION AUTHORITY

CONTRACT FOR FEDERAL GOVERNMENTAL AFFAIRS CONSULTING AND LOBBYING SERVICES

Parties And Addresses:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY
CONTRACT FOR FEDERAL GOVERNMENTAL AFFAIRS CONSULTING AND LOBBYING SERVICES

1. INTRODUCTION
2. DEFINITIONS
3. SCOPE OF SERVICES
4. TERM
5. FEES AND PAYMENTS
6. TAXES
7. OWNERSHIP OF DOCUMENTS
8. QUALITY ASSURANCE
9. NON-EXCLUSIVE RIGHTS
10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS
11. INDEMNIFICATION
12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS
13. INSURANCE
14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS
15. SMALL BUSINESS ENTERPRISE
16. AUTHORITY APPROVALS
17. INFORMATION TECHNOLOGY REQUIREMENTS
18. DISPUTE RESOLUTION
19. WAIVER OF CLAIMS
20. LAWS, REGULATIONS, ORDINANCES, AND RULES
21. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW
22. CONTRACT MADE IN FLORIDA
23. NOTICES AND COMMUNICATIONS
24. SUBORDINATION OF CONTRACT
25. SUBORDINATION TO TRUST AGREEMENT
26. ASSIGNMENT AND SUBCONTRACTING
27. BADGING AND SECURITY REQUIREMENTS
28. EMPLOYEE PARKING
29. APPLICABLE LAW AND VENUE
30. SCRUTINIZED COMPANIES
31. ANTI-HUMAN TRAFFICKING LAWS
32. RELATIONSHIP OF PARTIES
33. RIGHT TO AMEND
34. TIME IS OF THE ESSENCE
35. WAIVERS
36. AMERICANS WITH DISABILITIES ACT
37. E-VERIFY REQUIREMENT
38. FAA APPROVAL

39. AGENT FOR SERVICE OF PROCESS .....
40. INVALIDITY OF CLAUSES .....
41. SEVERABILITY.....
42. HEADINGS.....
43. SIGNATURES .....
44. PUBLIC ENTITY CRIME .....
45. MISCELLANEOUS .....
46. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT .....
47. ORDER OF PRECEDENCE.....
48. CONTRACT CHANGES .....
49. COMPLETE CONTRACT .....

Exhibits:

Exhibit A – Scope of Services
Exhibit B – Authority Policy P412, Travel, Business Development and Working Meals Expenses
Exhibit C – Work Order
Exhibit D – Scrutinized Company Certification
Exhibit E – Affidavit of Compliance with Anit-Human Trafficking Laws

1. INTRODUCTION

This Contract for Federal Governmental Affairs Consulting and Lobbying Services (Contract) is made and entered into this ___ day of _____ 2026 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and _____, a _____ , authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties).

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

2. DEFINITIONS

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

2.1 Accounts Payable

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

2.2 Airports

Tampa International Airport, Peter O. Knight Airport, Plant City Airport and Tampa Executive Airport.

2.3 Annual Fixed Retainer Fee

The fixed fee paid to the Company which includes all labor, expenses, travel, supplies and equipment required for the provision of Services. No other amounts will be paid to the Company.

2.4 Artificial Intelligence (AI)

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

2.5 Authority Data

All data, specifications, reports, and any other information provided by Authority to Company, or generated by Authority or Company in the course of providing Services.

2.6 Board

The Hillsborough County Aviation Authority Board of Directors.

2.7 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.8 Chief Legal Officer

Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.

2.9 Contract Documents

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) for Federal Governmental Affairs Consulting and Lobbying Services; any Exhibits, and any subsequent information submitted by Company during the evaluation process.

2.10 Corporate Representative

The individual designated by the Company located at the Company's corporate headquarters who is responsible for monitoring this Contract and coordinating support for this Contract at the corporate level to ensure compliance with the terms and conditions of this Contract.

2.11 Contract Year

(a) With respect to the first year of this Contract, the period commencing on January 1, 2027 and continuing through December 31, 2027. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

2.12 Days

Unless otherwise stated, means calendar days.

2.13 Exhibits

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

2.14 FAA

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

2.15 Fiscal Year

October 1st through September 30th.

2.16 Principal Consultant

The individual designated by the Company responsible for coordinating and overseeing this Contract.

2.17 Personnel

Individuals who are directly employed or contracted by the Company to perform the Services under this Contract.

2.18 Personally Identifiable Information (PII)

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

2.19 Sensitive Security Information (SSI)

Information that, if publicly released, would be detrimental to the security of the Airports or business operations of the Authority and its suppliers including, but not limited to, documents, maps, or drawings of the Airports which includes secure Airports locations, social security numbers, account numbers, driver's license numbers, trade secret information, system security information, transportation infrastructure, security training materials, security screen information, and security measures.

2.20 Services

The services as detailed in Exhibit A, Scope of Services.

2.21 Transition Period

A period of not more than three (3) months following the expiration date of this Contract.

2.22 TSA

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

2.23 Vice President of Information Technology Services

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

2.24 Vice President of Procurement

Authority contact person responsible for the Authority Procurement Department.

2.25 Work Order

The order form used by Authority and Company in accordance with Article 3, Scope of Services, Section 3.2, Work Order.

3. SCOPE OF SERVICES

3.1 Scope of Services

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

3.2 Work Order

A. Without invalidating this Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by Work Order. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit C, Work Order. The Work Order schedule may go beyond the termination date of this Contract if necessary to complete the Work Order tasks. Company will use its best efforts to ensure that each task in the Work Order is completed on budget and on time according to the agreed upon work schedule.

B. Company will only begin Services upon execution of the Work Order by Company and Authority. All such Services will be executed under the applicable conditions of this Contract. No Services will be paid for unless authorized by written Work Order prior to the performance of such Services.

C. Upon execution of the Work Order, the Authority will issue a purchase order to Company to perform the specific work agreed to in the Work Order based upon the schedule and fees stated in the Work Order. The Authority's Chief Legal Officer or designee will have the authority to execute any Work Order on behalf of the Authority consistent with the terms of this Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Order.

D. Any Purchase Order issued during the effective period of this Contract and not completed within that period shall be completed by the Company within the time specified in the Work Order. This Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Order to the same extent as if the Work Order were completed during the effective period of this Contract.

3.3 Authority's Contact Person

Authority's Chief Legal Officer or designee who will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

3.4 Company's Principal Consultant

Company has designated **Lauri Hettinger** as the Principal Consultant.

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

4. TERM

4.1 Effective Date

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

4.2 Term

This Contract will begin on January 1, 2027 and continue through December 31, 2029 (Initial Term), unless terminated earlier as provided herein or extended as provided in the Subsection entitled, Renewal Options (such Initial Term, plus any such Renewal Term, referred to as Term).

4.3 Renewal Options

If Company is not in default of any terms of this Contract and if Company 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 the CEO. Such renewals 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 31, 2031.

4.4 Extension

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

4.5 Early Termination

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

5. FEES AND PAYMENTS

5.1 Not-to-Exceed

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

5.2 Payment

Company will be paid an Annual Fixed Retainer Fee of $144,000.00 for the performance of the Services specified herein. No other charges or costs will be allowed. During each year of this Contract, including any Renewal Terms, Authority will pay Company the Annual Fixed Retainer Fee listed below. Company will submit a monthly invoice that includes 1/12 of the applicable Annual Fixed Retainer Fee (Monthly Contract Amount), including dates of Services, by the tenth (10th) of the month following the month in which the Services were provided. For any payment period of less than one month, payment shall be paid on a pro rata basis in the same proportion that the number of Days in the payment period bears to the total number of Days in the month for which the Monthly Contract Amount is payable.

Contract Year	Annual Fixed Retainer Fee
Year 1	$144,000.00
Year 2	$144,000.00
Year 3	$144,000.00
Renewal Year 1	$144,000.00
Renewal Year 2	$144,000.00

5.3 Invoices

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

5.4 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) or Purchasing Card (PCard). Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

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

5.5 Payment When Services Are Terminated at the Convenience of Authority

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

A. All Services performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance in writing by Authority.

6. TAXES

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

Company will pay the taxes, fees, or assessments reflected in a notice Company receives from the Authority within 30 Days after Company's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Company and Company will remit payment directly to the taxing authority, in such instance. Company may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority.

7. OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, software, or other material, regardless of the physical form or characteristics, made by Company or its employees' incident to, or in the course of, Services to Authority will be and remain the property of Authority.

8. QUALITY ASSURANCE

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

9. NON-EXCLUSIVE RIGHTS

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

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

10. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

10.1 Events of Default

The following events will be deemed events of default (each an Event of Default) by the Company:

A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.

B. The conduct of any business or performance of any acts at the Airports not specifically authorized in this Contract, failure to perform any of the provisions of this Contract or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) Days of receipt by Company of Authority written

notice to cease said business or acts.

C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

10.2 Authority Remedies

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

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

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

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance

of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

10.3 Company's Remedies

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

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

10.4 Continuing Responsibilities of Company

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

11. INDEMNIFICATION

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

1. presence on, use or occupancy of Authority property;

2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. any breach of the terms of this Contract;

4. performance, non-performance or purported performance of this Contract;

5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;

6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or

other regulatory agency to be an environmental contaminant

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

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

1. presence on, use or occupancy of Authority property;

2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. any breach of the terms of this Contract;

4. performance, non-performance or purported performance of this Contract;

5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;

6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

D. 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.

E. Company'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 its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this 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.

G. 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.

H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

12. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

12.1 Books and Records

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

12.2 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 Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Access will be granted to all of Company's records directly pertinent to this Contract or any Work Order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Contract or any Work Order. If the records are kept at locations other than Tampa International Airport, Company 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.

Company agrees to deliver or provide access to all records directly pertinent to this Contract requested by the Authority within fourteen (14) 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) Days of each request. Company will be in material breach of this Contract if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

The Authority has the right during the engagement to interview Company'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 Company has overcharged Authority, Company 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.

The Company will notify the Authority no later than seven (7) Days after receiving knowledge of any findings or observations pertaining to this Contract from any other audit, inspection or attestation engagement and will provide Authority a copy of any audit documents or reports so received.

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

13. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the

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

Company 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.

13.1 Required Coverage - Minimum Limits

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

13.2 Commercial General Liability Insurance

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

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

13.3 Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

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

Exception: If Company is legally exempt from maintaining Workers' Compensation Insurance in the

State of Florida (including, but not limited to, sole proprietors, independent contractors with no employees, or corporate officers who have filed a valid exemption or waiver with the appropriate state authority), Company may request a waiver of this requirement.

A waiver shall be effective only if:

A. Company provides the Authority with written documentation evidencing the legal exemption or state-filed waiver;

B. Authority, in its sole discretion, issues a written acknowledgment and acceptance of the waiver; and

C. Company agrees to indemnify, defend, and hold harmless the Authority from and against any and all claims, liabilities, or expenses arising out of injury to Company or Company's Personnel not covered by Workers' Compensation Insurance.

No waiver shall be granted for Company if it has any employees who will perform work or enter upon the Authority's premises, and nothing in this Contract shall be construed to permit Company's employees to waive their statutory rights to Workers' Compensation benefits.

13.4 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 Combined	$1,000,000

Exception: If Company does not own, lease, hire, or operate any vehicles for business purposes and will not be using ANY vehicles in the performance of Services under this Contract, Company may request a waiver of the Business Automobile Liability Insurance requirement. In the request, Company must provide:

A. A written and signed Affidavit certifying that no vehicles will be used in connection with the contracted services and that Company does not own or lease any vehicles for business purposes; and

B. An indemnification agreement holding the Authority harmless from any claims arising out of any automobile use by Company or Company's Personnel.

No waiver shall be effective unless approved in writing by the Authority. If Company subsequently uses vehicles in connection with Services under this Contract, Company must immediately obtain business automobile liability insurance and provide proof of coverage to the Authority.

13.5 Professional Liability Insurance

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

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

13.6 [redacted]

[redacted]

[redacted]

13.7 Waiver of Subrogation

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

13.8 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage, and as soon as practicable after discovery of an actual or reasonably suspected data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

13.9 Customer Claims, Issues, or Complaints

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

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

13.10 Conditions of Acceptance

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

14. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

A. Compliance with Regulations: Company (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: Company, 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. Company 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, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

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 Company from discriminating because of sex in education programs or activities (20 U.S.C., 1681 et seq).

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of Company'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 payments to Company under this Contract until Company complies; and/or (b) canceling, terminating or suspending this Contract, in whole or in part.

F. Incorporation of Provisions. Company 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. Company 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 the Company becomes involved in or is threatened with, litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

15. SMALL BUSINESS ENTERPRISE

15.1 Authority Policy

Authority is committed to the participation of Small Business Enterprises (SBEs) in non-concession,

non-federally funded contracting opportunities in accordance with the Authority SBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that SBEs are encouraged to compete for and perform subcontracts under this Contract.

15.2 Non-Discrimination

A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Company will carry out applicable requirements of Authority SBE Policy and Program in the award and administration of this Contract. Failure by Company to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.

B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.

C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of Services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.

E. In the event of breach of the above non-discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

15.3 SBE Participation

A. SBE Goal: No specific goal for SBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with the Authority SBE Policy and Program, throughout the Term of this Contract, to contract with SBE firms certified as small business by the City of Tampa, Hillsborough County, City of St. Petersburg, Pinellas County, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.

B. SBE Termination and Substitution: Company is prohibited from terminating or altering or

changing the Services of a SBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to SBE terminations contained in the SBE Policy and Program. Failure to comply with the procedure relating to SBE terminations or changes during this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the SBE Policy and Program.

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

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

16. AUTHORITY APPROVALS

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

17. INFORMATION TECHNOLOGY REQUIREMENTS

17.1 USE OF ARTIFICIAL INTELLIGENCE

A. 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.

B. To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading,

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

C. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Company shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.

D. Company'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.

E. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.

F. To maintain the confidentiality of Authority Data, Company must only share information with approved Personnel and must not input SSI into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Information Technology Services if it is unsure whether it should input certain information.

G. Company must implement robust security measures to protect Authority Data from unauthorized access, use or disclosure. This includes, but is not limited to, encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.

H. To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product

created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

I. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.

J. Company is fully liable for any damages arising out of use of AI and Authority Data.

K. Upon termination of this Contract, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.

L. Company 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.

M. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

18. DISPUTE RESOLUTION

18.1 Claims and Disputes

A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time, or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

C. Written notice of intention to claim must be made within ten (10) Days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.

D. When the work on which the claim is based has been completed, Company will, within ten (10) Days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the

claim, will not in any way be construed as proving or substantiating the validity of the claim.

E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.

F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:

1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
2. Failure of the work to comply with the requirements of this Contract;
3. Terms of special warranties required by this Contract; and
4. Latent defects.

18.2 Resolution of Claims and Disputes

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

First Meeting: Within five (5) Days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

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

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

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

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties

will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

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

19. WAIVER OF CLAIMS

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

20. LAWS, REGULATIONS, ORDINANCES, AND RULES

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

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

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this 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. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

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

22. CONTRACT MADE IN FLORIDA

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

23. NOTICES AND COMMUNICATIONS

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

TO AUTHORITY: OR (HAND DELIVERY)

(MAIL DELIVERY)

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

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

TO Company:

(MAIL DELIVERY)
Holland & Knight LLP
100 North Tampa Street
Suite 4100
Tampa, FL 33602

OR

(HAND DELIVERY)
Holland & Knight LLP
100 North Tampa Street
Suite 4100
Tampa, FL 33602

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required. Company will notify Authority in writing within ten (10) Days following any change in Company's name, Company's address and/or Company's representative, indicated above.

24. 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 the Airports, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airports, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

25. SUBORDINATION TO TRUST AGREEMENT

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

26. ASSIGNMENT AND SUBCONTRACTING

Company 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, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

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

27. BADGING AND SECURITY REQUIREMENTS

All of Company's Personnel who work at the Airports must apply for and be issued a proper security identification badge prior to beginning work at the Airports. Company shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) Days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's Personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's Personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

28. EMPLOYEE PARKING

Nothing in this Contract shall be deemed to require Authority to provide parking to Company's Personnel. Authority may provide parking accommodations to Company's Personnel in common with employees of other users of the Airports subject to the payment of reasonable charges to use the Airports as may be established from time to time by Authority. In such event, Company's Personnel shall be required to park within the designated areas.

29. 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.

The Company hereby waives any claim against the Authority and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this 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.

30. SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D 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 the Company 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.

31. ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit E, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Contract is executed and to complete a new Exhibit E 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 Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in

Florida Statute Section 787.06 (14).

32. RELATIONSHIP OF PARTIES

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

33. 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 the Airports, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

34. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

35. 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 Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this 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.

36. AMERICANS WITH DISABILITIES ACT

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

37. E-VERIFY REQUIREMENT

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

38. 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.

39. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in

this Contract, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) Days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

40. INVALIDITY OF CLAUSES

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

41. SEVERABILITY

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

42. HEADINGS

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

43. SIGNATURES

43.1 Signature of Parties

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

43.2 Counterparts

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.

44. PUBLIC ENTITY CRIME

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

45. MISCELLANEOUS

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

46. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

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

47. ORDER OF PRECEDENCE

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

48. CONTRACT CHANGES

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

A. a change in the Scope of Services, if any;

B. a change of the Contract amount, fees, hourly rates or other costs, if any;

C. a change of the basis of payment, if any;

D. a change in Contract time, if any; and

E. changes to the terms and conditions of this Contract including, but not limited to, the SBE or DBE percentage rate, if any.

48.1 Claim for Payment

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

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

48.2 Right to Carry Out the Services

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

49. COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____

Harry Cohen, Assistant Secretary / Assistant Treasurer

Address: PO Box 22287
Tampa, FL 33622

BY: _____

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____

Signature

_____

Printed Name

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 _____, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Harry Cohen in the capacity of Assistant Secretary / Assistant Treasurer, 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

Holland & Knight LLP

Signed in the Presence of:	BY: _____
	Signature
_____	_____
Witness	Title
_____	_____
Printed Name	Printed Name
_____	_____
Witness	Printed Address
_____	_____
Printed Name	City/State/Zip

Holland & Knight LLP

STATE OF _____
COUNTY OF _____

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

EXHIBIT A
SCOPE OF SERVICES

As required by the Authority, the Company will provide Services as assigned by and in coordination with the Authority Chief Legal Officer or designee throughout the Term of the Contract that will include, but not be limited to, the following:

A. Represent the Authority and lobby various Federal legislative and executive agencies, boards, and councils on issues to include, but not be limited to:
   (1) International aviation legislation and appropriations.
   (2) Transportation legislation and appropriations.
   (3) Business development.
   (4) Homeland security, airline and airport safety, and aviation regulation.
   (5) Airline route planning and development including, but not limited to, issues associated with international facilitation.
   (6) Tourism related issues.
   (7) Sustainability issues.
   (8) Transit opportunities.
   (9) Emerging aviation opportunities, including but not limited to, advanced air mobility and multimodal facilities.

B. Assist in identifying opportunities by providing grant announcements and other related information on the status of such grants.

C. Assist the Authority in seeking, developing, monitoring, tracking, and securing prompt approval of funding sources and appropriations that would be of benefit to the Authority for projects to include, but not be limited to:
   (1) Economic development.
   (2) Aviation economic development expansion.
   (3) Transportation.
   (4) Aviation safety and security.
   (5) Intermodal transportation with Authority partners.

D. Serve as a liaison for the Authority and make follow up contact with Federal governmental and legislative officials, agencies, and their respective staff as appropriate to check status of appropriations requests and report in writing the status of such requests.

E. Assist in identifying opportunities for participation in policy roundtables and Congressional committee testimony.
F. Assist in securing permits and approvals that are required from the Federal

government or any of its agencies.

G. Advocate on behalf of the Authority to support legislation on specific bills and issues of interest and benefit to the Authority and make follow up contact with Congressional members, key Congressional staff, and executive agencies as appropriate to check status of such legislation.

H. Coordinate Authority Federal legislative activities with comparable activities of other airport trade groups and similar aviation related interests.

I. Assist in developing an annual Federal legislative agenda to be presented to Authority executive management for adoption.

J. File quarterly activity reports, as required by law, with the Clerk of the U.S. House of Representatives and the Secretary of the U.S. Senate.

K. Provide legal advice, assistance, and training on matters pertaining to compliance with the Lobbying Disclosure Act.

L. Provide reports or presentations as directed.

M. Facilitate periodic scheduled meetings on matters of interest to the Authority legislative program with Congressional members, executive agencies, and their respective staff members.

N. Keep informed of the projects and activities of the Airports and advise of pending legislation or regulations that might materially impact those projects and activities.

O. Keep informed of the projects and activities of various Federal agencies and advise of possible programs and activities for which the Authority may make application.

P. Proactively identify, prioritize, and monitor issues and opportunities for the Authority with respect to items under consideration by the Federal legislature and other federal agencies.

Q. Monitor all Federal legislative and agency proposals to determine possible impacts or opportunities to the Authority.

R. Establish and maintain effective working relationships with Federal agencies and officers as well as elected officials and members of their respective staff.

S. Interact with state and/or local agencies and boards as necessary to advance Authority Federal initiatives related to airport and/or transportation issues.

T. Perform other assigned services not specifically enumerated but similar in nature to those included in the Contract as needs are identified by the Authority.

EXHIBIT B
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT, AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to "[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction" and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority's airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.

B. Employees may book their own flight and hotel reservations, or may utilize the Authority's corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.

C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.

E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.

F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

A. Travel Authorization and Approval:

1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.

2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

3. The Authority expects employees to exercise sound prudent business practices when booking travel.

B. Travel by Air Carrier:

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.

3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.

4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.

5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.

6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

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

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

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

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

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictonary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the

employee's EVP.

F. Ground Transportation:

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

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

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than $25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by

all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.

B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.

D. The employee must provide detailed itemized receipts for all business development expenses larger than $25 and must include rationale and business benefit for the Authority.

Working Meals:

A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-

day Authority-wide meetings, or Authority strategic planning sessions.

B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.

D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.

E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.

F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

EXHIBIT C
WORK ORDER

Work Order – Professional Services
Hillsborough County Aviation Authority
Federal Governmental Affairs Consulting and Lobbying Services
Holland & Knight LLP

1. Work Order No.:

2. Project Title:

3. Authorization for Payment
Purchase Order No.: **OR** ☐ Purchasing Card Number provided

NOTE: The Purchase Order number must be entered above or Purchasing Card number provided to Company prior to signing this Work Order and prior to beginning work.

4. Contract Amount Summary

Contract Not-To-Exceed Amount		$
Total of Previous Work Order(s)	-	$
Subtotal		$
Amount of this Work Order	-	$
Remaining Contract Amount		$

5. Project Information

A. Project Purpose:

B. Project Description:

C. Project Scope of Work and Deliverables:

D. Project Number:

6. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	**Deliverable**	**Due Date**
1.		
2.		

3.		
4.		
5.		

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

Expenditure *<insert applicable terms>*	Totals
Service Cost	
Hourly Rate <insert job classification>	$
Number of hours to complete project	x
Total Service Cost	$
Reimbursable Costs (as applicable)	
Data	$
Printing	$
Travel*	$
Other:	$
Other:	$
Total Projected Reimbursable Cost	$
Total Projected Project Cost (Service Cost and Reimbursable Costs)	**$**

**All travel related expenses must be in accordance with Authority Policy 412, Travel, Business Development, and Working Meals Expenses.*

C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

7. Payment
<insert applicable method of payment based on project length and/or milestones or deliverables>

<Projects one month and less>
Payment will be made in full upon completion of the project by Company and acceptance by Authority.
OR

<Projects 30 to 90 days>

Payment will be made in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

OR

<Projects exceeding 90 days>

Payment will be made in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

OR

Payment will occur monthly based on time logs and hours completed each month

---

Company acknowledges the acceptance of this Work Order and has received a Purchase Order number or a PCard number.

Company: Holland & Knight LLP Date:

Authorized Official:

Name: Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Order

Department: Governmental Affairs Date:

Name: Title:

Signature: _____

cc: Central Records
Procurement Agent

EXHIBIT D
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:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
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

_____ _____
Printed Name Date

EXHIBIT E
AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Holland & Knight LLP, listed below ("Company"), hereby attests under penalty of perjury that the Company:

1. 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 Holland & Knight LLP.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____