

Hillsborough County Aviation Authority

MAINTENANCE CONTRACT
FOR
AIRFIELD LIGHTING AND CONTROL MONITORING SYSTEM (ALCMS)

COMPANY: COOPER CROUSE-HINDS LLC

Term Date: March 3, 2022 through March 2, 2027

Board Date: March 3, 2022

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Maintenance Contract for Airfield Lighting and Control Monitoring System (ALCMS)

This Maintenance Contract for Airfield Lighting and Control Monitoring System (hereinafter referred to as Contract) is made and entered into this 3rd day of March 2022 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Cooper Crouse-Hinds, LLC, a corporation organized and existing under the laws of the State of Delaware, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

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

ARTICLE 1
CONTRACT

1.01 Definitions

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

- A. Airport:** Tampa International Airport.
- B. ALCMS:** Airfield Lighting and Control Monitoring System.
- C. Extra Work:** Additional Work beyond the normal required services as specified in Exhibit A, Scope of Work and is priced and authorized by Authority by signed Work Order.
- D. FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- E. Main Terminal:** The nine-level structure that, as of the Effective Date, contains baggage claim, airline ticket counters and transfer levels, and six short-term parking levels.
- F. Maintenance Manager:** Authority representative responsible for the day to day coordination of Company's contract to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and Customer satisfaction with performance levels.
- G. Normal Working Hours:** 7:00 a.m. to 6:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.

- H. Primary Support Manager:** The individual employee of Company responsible for monitoring this Contract to ensure Company's compliance with the terms and conditions of this Contract.
- I. Services:** Unlimited phone and Email technical support twenty-four hours a day, seven days a week, 365 days and biannual scheduled preventative maintenance as specified in Exhibit A, Scope of Work.
- J. Team:** Individuals who are directly employed or contracted by Company to perform the ALCMS maintenance at Airport.
- K. Transportation Security Administration (TSA):** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- L. Vice President of Maintenance or designee:** Authority representative responsible for notifying Company regarding work and extra work.
- M. Work Order:** A form used to document the scope and cost of any authorized Extra Work and signed by both Company and Authority.

1.02 Exhibits

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

- A. Exhibit A, Scope of Work
- B. Exhibit B, Work Order
- C. Exhibit C, Contractual Insurance Terms and Conditions
- D. Exhibit D, Authority Policy P412, Travel and Business Development Expenses

ARTICLE 2 SCOPE OF WORK

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

ARTICLE 3
TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on March 3, 2022 and will continue through March 2, 2027 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on March 3, 2022 and will continue for the Term of this Contract.

3.04 Commencement of Operations

Company will begin providing Services on March 3, 2022 and will continue through the Term of this Contract.

3.05 Early Termination

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

ARTICLE 4
FEES AND PAYMENTS

4.01 Payment for Services and Software

A. Authority will pay Company for Services and software provided under Exhibit A, Scope of Work, Item 3. Contract Price and Payment Terms as follows:

Service	Total 5-year Contract Cost	Annual Contract Cost Year 1	Annual Contract Cost Year 2	Annual Contract Cost Year 3	Annual Contract Cost Year 4	Annual Contract Cost Year 5
Technical Support, Normal Working Hours	\$216,731	\$40,417	\$41,831	\$43,295	\$44,810	\$46,378

B. Additional visits on site may be purchased, if necessary, at the following daily rate:

Additional visits- on site	Normal Working Hours
Special Contract Rate	\$2,200/day

Holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and include at a minimum the invoice date, invoice amount, dates of services, and purchase order number.

4.03 Travel and Business Development Expenses

Although Company travel is not anticipated for the provision of Services or Extra Work under this Contract, travel costs approved in advance by Director of Maintenance or designee, will be paid in accordance with Exhibit D, Authority Policy P412, Travel and Business Development Expenses.

4.04 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Authority Purchasing Card (PCard). Information regarding the electronic payment process including net terms is available on authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of the Contract in coordination with Accounts Payable.

4.05 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 work performed prior to the effective date of termination; and

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

4.06 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly

will be a material breach of this Contract.

ARTICLE 5

TAXES

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

ARTICLE 6

OWNERSHIP OF DOCUMENTS

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

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the Contract Documents include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed 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 best management practices and best professional judgment, 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.

ARTICLE 8
NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's scope of work 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 discretion.

ARTICLE 9
DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- 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. Be in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or by 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.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. 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.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

9.02 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 the 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 12 percent per annum or to the maximum extent permitted by law.
- 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.

9.03 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 any covenant 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.

9.04 Company's Remedies

Upon thirty (30) days' written notice to Authority, Company may terminate this Contract and all of 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 occurrence of any of the following events: the inability of Company to use Airport 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, preventing Company from operating its business for a period of ninety (90) consecutive days, 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 the Authority has wrongfully terminated this Contract, then such termination shall automatically be deemed a termination for convenience under Article 4.05.

ARTICLE 10 CANCELLATION

This Contract may be cancelled by Authority upon thirty (30) days notice to Company.

ARTICLE 11 INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Company will defend, indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers ("Indemnified Parties") 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 court costs) brought against such Indemnified Parties for: (i) bodily injury, including death, or damage to or destruction of physical property, to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company; (ii) violation of any law, regulation, rule, Advisory Circular or ordinance by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company during the performance of Company's obligations pursuant to this Contract while on-site; or (iii) 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, to the extent such contamination is caused by Company or Company's officers, employees, agents,

volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company during the performance of Company's obligations pursuant to this Contract.

- B. Intentionally omitted.
- C. Intentionally omitted.
- D. Intentionally omitted.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement, 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 gross 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.
- F. 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.
- 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 and expense, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above Article A - H or any part of Article A – H is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 12
ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

12.01 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 (5) years after the end of the term of this Contract. Records include, but are not limited to, operational records related to the Services provided, support for invoices submitted to Authority, detailed time keeping system records, and other books, documents, paper, and records of Company directly pertinent to this Contract.

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

At any time or times during the term of the Contract or within three (3) years after the end of the Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with the Contract. Such audits, inspections or attestation engagements will take place at a time and location agreed upon by the parties and be limited in scope to those records of Company directly pertinent to this Contract, but expressly excluding records that Company reasonably considers proprietary and/or confidential.

The Company maintains its accounting or Contract information in electronic format, and upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to the Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each records request not received, not to exceed, one thousand four hundred dollars (\$1,400.00) per records request. This liquidated damage rate is an exclusive remedy related to records requests, but is not an exclusive remedy for audit issues identified and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies in relation to identified audit issues. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for the overcharge.

Company will include a provision providing Authority substantially similar access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Agreement to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 13
INSURANCE

13.01 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 officers, volunteers and employees are included as additional insured.

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

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

	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

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

C. 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 (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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D. 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

ARTICLE 14
NON-DISCRIMINATION

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

14.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

14.02 Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, 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:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 14.03 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 must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders 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 Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 14.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition,

Company may request the United States to enter into such litigation to protect the interests of the United States.

- 14.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 15

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

15.01 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Contract.

15.02 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 W/MBE 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.

15.03 W/MBE Participation

- A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in

accordance with Authority W/MBE Policy and Program, throughout the term of this Contract, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, 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. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE 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 W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE 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 W/MBE 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) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar 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 W/MBE and non-W/MBE subcontractors.

ARTICLE 16
AUTHORITY APPROVALS

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

ARTICLE 17
DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of in providing the services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third-party data that is not required for the performance of the services of this Contract by such personnel.

In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

- A. Notify Authority of such breach or potential breach based on applicable regulatory requirements and directions from law enforcement and Company's legal counsel; and
- B. If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 18
DISPUTE RESOLUTION

18.01 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 for additional cost or Contract time 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 Contract time(s) set forth in the 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 the Contract;
 - 3. Terms of special warranties required by the Contract;
 - 4. Latent defects.

18.02 Resolution of Claims Disputes

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

First Meeting: Within five (5) days after a claim is submitted in writing, the 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) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for the 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) working 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 the Company's claims and may (1) request additional information from Company which will be promptly 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, the 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 the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 19
NON-EXCLUSIVE RIGHTS

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.

ARTICLE 20
WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part 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.

ARTICLE 21
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 22
COMPLIANCE WITH PUBLIC RECORDS LAW

IF 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.

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 Authority in order to perform the Services contemplated by this Contract.

- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority in a format that is compatible with the information technology systems of Authority.

ARTICLE 23
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 the Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 24
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) 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:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER
OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
SUITE 2400, ADMINISTRATIVE OFFICES BUILDING
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607-1470

TO COMPANY:
(MAIL DELIVERY)
1200 KENNEDY ROAD
WINDSOR, CT 06095
ATTN: LEGAL DEPARTMENT

(HAND DELIVERY)
1200 KENNEDY ROAD
WINDSOR, CT 06095
ATTN: LEGAL DEPARTMENT

ATTN: CHIEF EXECUTIVE OFFICER

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.

ARTICLE 25
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 26
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any interference with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 27
SUBORDINATION OF AGREEMENT

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

ARTICLE 28
SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of the Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by the Authority to secure bonds issued by, or other obligations of, the 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 the 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.

ARTICLE 29
ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of the 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.

ARTICLE 30
SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents requiring unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company

will be responsible for paying any increase in the costs. All badged employees of Company and its subcontractors or agents will comply with Authority regulations regarding the use and display of Badges.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 31
VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida.

ARTICLE 32
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 33
RELATIONSHIP OF THE PARTIES

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

ARTICLE 34
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 in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this 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.

ARTICLE 35
TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 36
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto.

ARTICLE 37
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.

ARTICLE 38
FEDERAL RIGHT TO RECLAIM

In the event a United States government agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Assigned Areas are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Contract will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

ARTICLE 39
PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Assigned Areas are a part. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 40
FAA APPROVAL

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

ARTICLE 41
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 hereinafter in this Contract or in the event of a foreign address, deliver 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 protest thereto, any laws to the contrary notwithstanding.

ARTICLE 42
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.

ARTICLE 43
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.

ARTICLE 44
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.

ARTICLE 45
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.

ARTICLE 46
MISCELLANEOUS

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

ARTICLE 47
ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this 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 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.

ARTICLE 48
ORDER OF PRECEDENCE

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

ARTICLE 49
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:

1. a change in the Scope of Work, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

49.01 Claim for Payment

Any claim for payment for changes in the Scope of Work or Scope of 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 Scope of Work or Scope of Services unless such revised Scope of Work or Scope of Services is 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 Scope of Work or Scope of 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.

49.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Work or Scope of Services in accordance with the Contract Documents and fails within a seven day period 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.

ARTICLE 50 EXCUSABLE DELAY

Neither Authority nor Company shall be liable for failure to perform or delay in performance pursuant to this Contract due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the other party, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, epidemic or pandemic disease, or due to any other cause beyond the reasonable control of the party claiming excusable delay pursuant to this article. In the event of delay in performance due to any such event, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 51 LIMITATION OF LIABILITY

The remedies of Authority set forth in this Contract are exclusive and are its sole remedies for any failure of Company to comply with its obligations hereunder. Notwithstanding any provision in this Contract to the contrary, in no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are

foreseeable or if Company has been advised of the possibility of such damages. The total cumulative liability of Company arising from or related to this Contract, whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed three (3x) times the aggregate of the purchase price amounts paid by Authority to Company for products and services purchased by Authority pursuant to this Contract or two million (\$2,000,000.00) dollars, whichever is greater.

[The remainder of this page was intentionally left blank]

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

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Elita McMillon, 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 _____, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Cooper Crouse-Hinds LLC.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

Cooper Crouse-Hinds LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, 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 Work

A. Crouse-Hinds Airport Lighting Products a division of Cooper Crouse-Hinds, LLC offers the following Scope of Work as part of the standard maintenance support intended to increase the life of the ALCMS system. This standard maintenance support for the ALCMS is aligned with the FAA Advisory Circular AC150/5340-26B.

1. Unlimited technical phone support will be provided during normal office hours.
2. Two on-site visits per year to do preventative maintenance, each visit will include the following (See Appendix A for Tasks Checklist form):
 - Perform system diagnostics and inspection to verify performance optimization
 - Equipment visual inspection and cleaning
 - Optimization of hard drives and system calibration
 - Conduct system failure analysis and system reporting review
 - Virus inspections and system heal, if necessary
 - Verify system software and provide newly released software upgrades for the operating software that will enhance the overall performance of the system. Installation is free when coupled with another planned visit.
3. Training for Authority personnel which will coincide with a preventative maintenance trip(s). The Authority may specify the training topic(s).
4. Maintain and provide the system updated As Made Drawings that reflect the up to date system design.
5. Provide complete service report in the end of each visit.
6. Technical support staff will be available for additional on-site work with Authority charged for time and materials.

Note: Requests for technical support staff on site will be treated as a priority request over those requests for service at sites where no service contract is in effect.

B. Subject to the payment of fees specified in the Contract, Article 4, Fees and Payments, and compliance with this Scope of Work, Company shall provide Authority the services specified in this Scope of Work with regard to the ALCMS and its devices installed at the Authority's location.

C. Changes to services requested by Authority are subject to written acceptance by Company. Such accepted changes, Extra Work, may affect price, delivery schedule and completion dates.

D. AUTHORITY'S RESPONSIBILITIES

1. Maintenance Manager is the single point of contact who will be responsible for defining procedures, participating in status calls and resolving other incidental issues related to the setup and ongoing administration of this Contract.
2. Schedule biannual onsite preventative maintenance. Authority will provide a minimum notice period of three (3) weeks for scheduling preventative maintenance.
3. Provide adequate working space and facilities for Company staff in close proximity to the ALCMS to be serviced.
4. Examine materials, equipment, and personal practices used by Team.
5. Observe the operations of Team, its agents, servants, and employees, either directly or through a third party.
6. Request or conduct any inspections or tests.
7. Provide parking for not more than one (1) Team vehicle clearly marked with the Company name. The Team will not be reimbursed for any additional parking costs.
8. Authorize minor changes or alterations in the Services not involving extra cost.

E. COMPANY'S RESPONSIBILITIES

1. Company shall not be liable for delay in performance if such delay is caused by unavailability of information, material or computer time or any other item, which is to be furnished to Company by the Authority.
2. Company will make two scheduled check-ups (preventive maintenance) on site visits per year to be performed by a specialist. Each visit has a maximum duration of five working days per visit, with travel time to the site not included in the five-day time limit. The specialist shall perform the following on the ALCMS system:
 - Inspection of system hardware
 - Diagnostic testing of the control system
 - Verify system functionality
 - Review outstanding issues in connection with the ALCMS system and examine possible solutions

- Brightness, VA Drop, over current and burnt out lamp calibration check and adjustment (if required) for each CCR
 - ALCMS checks for all components
 - Identify any defective parts that may need replacement or repair
 - ALCMS cable and contact connection check to ensure all connections are tight and cleancontacts where applicable
 - Optimize computer hard drives for performance
 - UPS maintenance on units supplied by Company
 - Touch screen calibration check and adjustment (if required)
 - Cleaning of the system and enclosures to ensure proper airflow around equipment
 - Review maintenance history log and follow up on any discrepancies to ensure the integrityof the system
 - Install system software updates which Company has specifically designated as correcting existing programs. This does not include software modifications that are: (1) requested by the Authority, (2) required to add or modify system elements such as CCRs and new visual aids or due to physical changes at the Airport or (3) upgrades to the general system. All these latter types of changes will be provided pursuant to an additional contract at the prices established in said contract.
 - Provide training for the operating and maintenance staff during pre-arranged visits with date(s) and time(s) to be mutually agreed upon on with the Authority. This training will be done at the same time as the preventative maintenance check-up noted in this paragraph.
3. Additional visits may be purchased, if necessary, with additional charges:
 - \$2200/day (Special Contract Rate)
 4. The two visits each year during the term of this Contract will take place at mutually agreed dates. The visits shall be during Authority's normal working hours. To the maximum extent possible, on site visit shall be carried out so as not to disturb normal operations. Upon completion of each on site visits, Company's representatives shall issue a report. The Authority shall acknowledge receipt of the report by signing one copy of the report and returning it to Company. The report shall list all problems detected. The report shall include: (i) a description of the work required to be performed to solve problems, (ii) the estimated period oftime required to solve all pending problems, and (iii) provide the Authority information about the condition of the ALCMS system in order to improve quality of service by recommended actions.
 5. Company will provide unlimited phone and E-Mail technical support during standard business hours.
 6. Maintenance of wiring systems or components external to the equipment and devices of ALCMS will not be covered by this Contract unless added by addendum with the price agreed to therein.

7. This service Contract covers only the ALCMS services listed above. This Contract does not include the replacement of parts or overhaul. This will be provided in a separate proposal, if necessary.

F. WARRANTY

Any maintenance service, including any software or replacement parts for the ALCMS system, provided by Company under this Contract is warranted to be free from defects for one year. Company's only liability herein shall be to replace any products that Company determines to be defective. EXCEPT FOR THIS EXPRESS WARRANTY, COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICE, PARTS OR OTHER ITEM DELIVERED BY COMPANY. Without limiting the generality of the foregoing, Company makes no warranty that the ALCMS will provide either uninterrupted or error-free data. Nor will this warranty in any way vary and pre-existing warranty provisions for the ALCMS.

G. EXCLUSIONS

1. The maintenance services exclude the following:

- Maintenance of Regulators (CCR)
- Maintenance of telephone or other communication channels with the exception of modems and transceivers.
- Maintenance services performed at any time to resolve a problem or failure that was not covered by a warranty or service Contract or which is unrelated to the ALCMS system.
- Specification changes instituted by the Authority or corrections that are necessary due to an operating environment which is different from that in which the ALCMS is intended to function according to its specifications.
- Repair or replacement of any ALCMS parts or portion thereof if Company reasonably believes that such repair or replacement is necessitated in whole or in part by: error, neglect, misuse, abuse or negligent acts of the Authority or a third party, including failure by the Authority to follow Company's installation, operation, or maintenance instructions and specifications, improper or unauthorized connection with any peripheral; external electrical fault; or alteration, modification, service or repair performed otherwise than by Company or with Company's permission.
- Software will not be serviced if the following conditions exist:
 - The system does not conform to the update level necessary to support the software or has been modified, other than by Company's personnel, so as not to conform to the specifications for which the software was designed.
 - The Authority or a third party is using the software in violation of its software

licenses.

- The ALCMS software (i.e. operating system, system utilities and libraries, drivers, etc.) is not supported and approved by Company.
- The software has been subjected to damage or abuse by the Authority, its agents, employees, invitees or third parties.
- The Authority has made a copy of the software without Company's written approval.
- A copy of the software rendered by Company has been altered, decrypted, extracted, translated, disassembled, decompiled or changed in any way by Authority, its agents or third parties.
- Company is not responsible for problems to the operating characteristics of the ALCMS, which were caused by unauthorized modifications to copies of the software provided by Company.
- Company is not responsible for problems that occur as a result of the use of the software in conjunction with non-Company software or with hardware which is incompatible with the version of the software provided.

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APPENDIX A

Airfield Lighting Control and Monitoring System
Preventative Maintenance Inspection Checklist

Contract _____ Date _____

Tech Name _____

Procedure	Site Locations							
		N/A		N/A		N/A		N/A
Initial for complete - Check for N/A		N/A		N/A		N/A		N/A
01. Cleaning								
Computer Screens								
Keyboards								
All CPU Components								
Equipment Rack								
Digitrac Interface								
02. Diagnostics								
Alarm List Review								
History Review								
Test Echelon Cards & Network								
Test Ethernet Cards & Network								
03. Visually Inspect								
Potential Transformer								
Current Transformer								
Digitrac Interface								
Industrial Computer								
Network Equipment								
Patch Panels								
Peripherals								
UPS								
04. Optimize Performance								
Defrag & Optimize Hard disk								
Calibrate Touch Screen(s)								
Calibrate Digitrac(s)(as needed)								
Update/Backup DCCMS Release								
Antivirus Scan								
05. System Backup								
Computer Backup								
Backup Echelon Network								

06.Logitrac System								
Check CLA's								
Check CLD Communication								
07.MegaTrac System								
Check High Voltage units								
Test using Test Resistance								
08.Drawings Update								
As Installed Mark Up								
09. Complete Service Report								
10. Deliver copy to Customer								

Exhibit B
Work Order

EXAMPLE ONLY- DO NOT COMPLETE (Complete this Form for Extra Work only)

1. Work Order No.

The information in this section will be completed by Authority.

2. Purpose:

3. Description:

4. Deliverables:

5. Schedule and Costs

The information in this section will be completed by Company and approved by Authority prior to performing any work.

A. Schedule/Timeline

Insert a schedule and a timeline for the Extra Work and Deliverables.

B. Total Cost

Provide the costs in U.S. dollars.

Expenditure	Totals
Labor Cost	
Hourly Labor Rate	\$
Number of hours to complete Extra Work	X
Total Labor Cost	\$
Reimbursables	
Materials	\$
Other:	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Extra Work Cost (Labor and Reimbursables)	\$

C. Reimbursable Costs:

Provide an explanation for all projected reimbursable costs listed in Item B above.

6. Payments

Payment(s) will be made via in accordance with Article 4, Fees and Payments.

Extra Work that is completed within one (1) month or less will be paid in full upon completion of the Extra Work by Company and acceptance by Authority.

Extra Work with an anticipated duration of less than ninety (90) days will be paid in three

(3) installments of twenty five percent (25%) of the total amount due at thirty (30) days from commencement of services, twenty five percent (25%) of the total amount due at sixty (60) days from commencement of services, and the final fifty percent (50%) due upon full completion and acceptance of all deliverables by Authority.

Extra Work with an anticipated duration of more than ninety (90) days will be paid in four (4) equal installments at the twenty five percent (25%), fifty (50%) and seventy five (75%) completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Invoices will be submitted to Authority in a manner approved by Authority. Such approval shall not be unreasonably withheld. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Order No. _____ as detailed above.

Cooper Crouse-Hinds LLC

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority
BY:

Signature of Authorized Official

Printed Name

Title

Date

Exhibit C
Contractual Insurance Terms and Conditions
(Revised 3/4/20)

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Risk and Insurance or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Company shall provide the Authority prior written notice if any of the required policies of insurance will be cancelled, materially changed or renewal is refused, in accordance with applicable policy provisions. Such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Intentionally omitted.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;

- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Authority, the Company will, within 30 days after receipt of a written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance at Company's headquarters, at the Authority's sole cost and expense. The Company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk and Insurance or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the company should not be permitted, the Authority may,

upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the company will be promptly handled, addressed and resolved by the company.

The company will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident

along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy and or endorsement:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

Exhibit D
Authority Policy, P412
Travel and Business Development Expenses

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of 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. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize 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. Florida Administrative Code Rule 69I-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. 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:

A. Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

B. Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

C. Travel by Air Carrier:

1. 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 all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at 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.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and 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.

F. Meals and Incidental Expenses:

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses 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 and incidental expenses 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)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement 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 days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental 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 employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of 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. 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.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity. These types of expenses for other Authority staff must be approved in advance by the department Vice President.
2. 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.

3. 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 some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N Working Meals:

1. 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 full-day or half-day Authority-wide or department strategic planning sessions.
2. 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.
3. Notwithstanding subparagraph 2 above, Executive staff, 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. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.

7. Working meals will be reimbursed upon presentation of appropriate documentation.