



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

## NOISE OFFICE FLIGHT TRACKING AND COMPLAINT MANAGEMENT SERVICES CONTRACT

### Parties And Addresses:

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

COMPANY: Casper Airport Solutions, Inc.  
1055 Westlakes Drive, Suite 300  
Berwyn, Pennsylvania 19312  
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HILLSBOROUGH COUNTY  
AVIATION AUTHORITY  
NOISE OFFICE FLIGHT TRACKING AND COMPLAINT MANAGEMENT  
SERVICES CONTRACT

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## I. INTRODUCTION

This Contract for Noise Office Flight Tracking and Complaint Management Services (Contract) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Casper Airport Solutions, Inc., a Delaware corporation, authorized to do business in the State of Florida, (Company), (collectively hereinafter referred to as the Parties).

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

## II. DEFINITIONS

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

### II.A Accounts Payable

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

### II.B Additional Services

Any additions or revisions to core functionality of the Services agreed to by Authority and Company in this Contract pursuant to a Work Plan for Additional Services executed by both Parties.

### II.C Airports

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

### II.D Airport Terminals

The passenger transportation facilities at the Airport, existing or under construction as of the Effective Date of this Contract, or to be constructed during the Term of this Contract, known individually, as of the Effective Date, as the Main Terminal, Airport Terminal A, Airport Terminal C, Airport Terminal E, and Airport Terminal F, including all user movement areas, areas leased exclusively or preferentially to any third party or parties, common areas and baggage claim areas

therein, and interconnecting hallways, concourses, and bridges.

## **II.E Annual Licensing and Services Fees**

The cost related to the ongoing maintenance and technical support of the software license(s).

## **II.F Board**

The Hillsborough County Aviation Authority Board of Directors.

## **II.G CEO**

The Hillsborough County Aviation Authority Chief Executive Officer.

## **II.H Contract Documents**

The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) for Noise Office Flight Tracking and Complaint Management Services, dated April 15, 2022, and all its addenda; and Company's Response to RFP for Noise Office Flight Tracking and Complaint Management Services, and any subsequent information submitted by Company during the evaluation process.

## **II.I Contract Manager**

Company's representative responsible for coordinating and overseeing Company 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.

## **II.J Contract Year**

(a) With respect to the first year of this Contract, the period commencing on October 1, 2022 and continuing through September 30, 2023. (b) With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.

## **II.K FAA**

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

## **II.L Flight Tracking and Complaint Management (FTCM) System**

A system that has the capability to perform each of the functions listed in Exhibit A, Scope of

Services, Section B, FTFCM System Requirements.

## **II.M Hourly Service Rates**

Company's hourly rates included within this Contract for mutually agreed upon services beyond those specified in Exhibit A, Scope of Services.

## **II.N Main Terminal**

The nine-level central passenger terminal building at Tampa International Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; Levels 4 through 9 – six short-term parking levels; and Levels 1 through 8 - eight (8) long term parking levels.

## **II.O Project Manager**

Company's individual designated to be the primary contact for all Services under this Contract and who is responsible for ensuring Company complies with all terms and conditions of this Contract, including the Services detailed in Exhibit A, Scope of Services.

## **II.P Release**

New versions of the required Software, which may include both error corrections and enhancements.

## **II.Q Scheduled Downtime**

The hours in any month during which the Flight Tracking and Complaint Management System is down due to preventative maintenance, scheduled maintenance, or other situations not attributable to Company's failure to perform.

## **II.R Services**

The services as detailed in Exhibit A, Scope of Services or in an authorized Work Plan, on an as-needed basis, including, but not limited to, planning, implementation, documentation, and services related to an upgrade of the software system.

## **II.S Software**

All supporting systems and interfaces including third party required systems necessary to operate a fully functional Flight Tracking and Complaint Management System to meet the

functions detailed in Exhibit A, Scope of Services, Section B, FTCM System Requirements.

## **II.T Solicitation**

The Request for Proposals for Noise Office Flight Tracking and Complaint Management Services dated April 15, 2022, including all attachments, issued addenda, and Company's Response.

## **II.U Term**

October 1, 2022 through September 30, 2025, including renewal periods.

## **II.V TSA**

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

## **II.W Transition Period**

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

## **II.X Vice President of Operations**

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

## **II.Y Work Plan**

The form used by Authority and Company in accordance with Exhibit A, Scope of Services.

# **III. SCOPE OF SERVICES**

## **III.A Scope**

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

## **III.B Work Plan**

Prior to the onset of any Services to be provided, Company and Authority will outline each task involved, establish a schedule for completing each task, and detail the associated costs in a Work Plan as shown in Exhibit B, Sample Work Plan for Additional Services. The Work Plan schedule may go beyond the termination date of this Contract if necessary to complete the Work Plan tasks. Company will only begin work upon execution of the Work Plan by Company and



Authority. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.

If Authority and Company cannot agree on the details of the Work Plan, Authority will be entitled to select another company to provide the Services. If Company cannot complete an executed Work Plan within the agreed upon schedule and/or costs, Authority will terminate the Work Plan and Authority will be entitled to select another company to provide the Services.

### **III.C Authority's Contact Person**

Authority's Vice President of Operations or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

### **III.D Company's Project Manager**

Company has designated Andrew Rinius as the individual to be responsible for the overall project (Project Manager). The Project Manager will be responsible for ensuring that all Services are provided as outlined in this Scope of Services and will be Company's primary contact for all Services under this Contract.

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

## **IV. TERM**

### **IV.A 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.

### **IV.B Term**

The Term of this Contract commences on October 1, 2022 and will continue through September

30, 2025 unless terminated earlier as provided herein.

#### **IV.C Commencement of Fees and Charges**

All fees and charges hereunder will commence on October 1, 2022 and will continue for the Term of this Contract.

#### **IV.D Commencement of Operations**

Company will begin providing Services on October 1, 2022 and will continue through September 30, 2025.

#### **IV.E Renewal Options**

This Contract may be renewed at the same terms and conditions hereunder for two (2), one (1) year periods at the discretion of the CEO. Such renewals will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of September 30, 2027.

#### **IV.F Early Termination**

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

### **V. FEES AND PAYMENTS**

#### **V.A Not-to-Exceed**

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

#### **V.B Payment**

A. The amount to be paid under this Contract shall not exceed \$468,250.

B. Rates

1. Company will be paid in one annual installment for software licenses and support services. Payment will be paid on or after October 1 of each year of the Term of this Contract. The Annual

Licensing and Services Fees are as follows:

Initial Term	Annual Licensing and Services Fees
October 1, 2022 through September 30, 2023	\$78,000
October 1, 2023 through September 30, 2024	\$80,000
October 1, 2024 through September 30, 2025	\$82,750
Renewal Term Fixed Annual Rate	
October 1, 2025 through September 30, 2026	\$85,000
October 1, 2026 through September 30, 2027	\$87,500

## 2. Consulting

Authority will pay Company for Additional Services based on an approved detailed Work Plan that includes the task costs and payment schedule.

### a. Fees

Company will provide Additional Services and incur costs under this Contract only upon request of the Authority. Payment will be made to Company for Additional Services, as mutually agreed upon by executed Work Plan, as follows:

#### 1. Hourly Service Rate

For Additional Services, the Company's Hourly Service Rates are \$175.00. This Hourly Service Rate shall remain fixed during the initial Term of this Contract.

#### 2. Travel Expenses

No out-of-town travel expenses will be incurred by Company except upon written request and approval by the Vice President of Operations or designee. Such travel expenses, if approved, will be reimbursed by Authority in accordance with Exhibit F, Authority Policy P412, Travel, Business Development and Working Meals Expenses.

b. No other charges, fees or costs will be allowed under this Contract.

## V.C 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 will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

## V.D Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or

Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > 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 this Contract in coordination with Accounts Payable.

#### **V.E Payment When Services Are Terminated at the Convenience of Authority**

- A. 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.
1. All Services performed prior to the effective date of termination; and
  2. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

### **VI. TAXES**

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

### **VII. 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, Services to Authority, will be and remain the property of Authority.

The Company 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.

## VIII. QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with 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.

## IX. NON-EXCLUSIVE

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

## X. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

### X.A 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. 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 any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit

of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

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

## **X.B Authority Remedies**

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

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

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

no acceptance of surrender will be valid unless in writing.

### **X.C Company's Remedies**

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: 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 Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Section IV, Term, Subsection IV.F, Early Termination.

### **X.D Continuing Responsibilities of Company**

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract.

Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

## **XI. ACCOUNTING RECORDS/AUDIT REQUIREMENTS**

### **XI.A Books and Records**

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

### **XI.B Authority Right to Perform Audits, Inspections, or Attestation Engagements**

At any time or times during the Term of this Contract or within three years after the end of this 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 this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to 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 charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. 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 overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

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

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 Contract, to incorporate in all



subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

## XII. 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 indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness,

intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Contract;

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

5. Violation of any law, regulation, rule or ordinance;

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;

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

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

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

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable

attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

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

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

### **XIII. INSURANCE**

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

#### **XIII.A Required Coverage - Minimum Limits**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

#### **XIII.B Commercial General Liability Insurance**

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this

Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional 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

### **XIII.C Workers' Compensation and Employer's Liability Insurance**

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident \$1,000,000

Disease – Policy Limit \$1,000,000

Disease – Each Employee \$1,000,000

### **XIII.D Business Automobile Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and

Property Damage Combined \$1,000,000

### **XIII.E 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

### **XIII.F Cyber Liability & Data Storage**

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence \$5,000,000

Annual Aggregate \$5,000,000

Event Management Expenses \$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Company shall purchase and maintain Cyber Liability Insurance, throughout the life of the Contract and such insurance will be maintained for a period of three years thereafter for services completed during the term of the Contract. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as

defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Contractor to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence \$5,000,000

Annual Aggregate \$5,000,000

Event Management Expenses \$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of this Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$10,000,000

Annual Aggregate \$10,000,000

### **XIII.G Technology Professional Liability/Errors and Omissions Insurance**

The Company shall purchase and maintain, throughout the life of this Agreement, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology

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professional services or in connection with the specific services described in this Agreement, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Contract. The minimum limits of coverage are:

Each Claim \$5,000,000

Annual Aggregate \$5,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of the this Contract.

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Cyber Liability insurance coverage may be included as part of the Technology Professional Liability/Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$10,000,000

Annual Aggregate \$10,000,000

### **XIII.H Waiver of Subrogation**

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

### **XIII.I Incident Notification**

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.

### **XIII.J Customer Claims, Issues, or Complaints**

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

### **XIII.K Conditions of Acceptance**

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

## **XIV. NON-DISCRIMINATION**

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

- A. 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.
- B. 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:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The

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Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. 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;
11. 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
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20

U.S.C. 1681 et seq).

- C. 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.
- D. 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.
- E. 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.
- F. Company will include the provisions of Paragraphs A through E above, 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.
- G. 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.

## **XV. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE**

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## **XV.A 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.

## **XV.B 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.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.
- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

## **XV.C W/MBE Participation**

- A. W/MBE Goal: 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 Services 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 this Contract will be a material violation of this 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.

## **XVI. 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 CEO or

designee is hereby empowered to act on behalf of Authority.

## **XVII. 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.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event 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; 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.

## **XVIII. DISPUTE RESOLUTION**

### **XVIII.A 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 time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract; and
  - 4. Latent defects.

#### **XVIII.B Resolution of Claims and Disputes**

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

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) 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 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 Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21)

days following the receipt of such claim or receipt of additional information requested.

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

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

## **XIX. 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.

## **XX. LAWS, REGULATIONS, ORDINANCES, AND RULES**

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

amount must be paid by Company within 15 days from the date of written notice.

## **XXI. CHAPTER 119, FLORIDA STATUTES 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](mailto: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, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

## **XXII. CONTRACT MADE IN FLORIDA**

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

## **XXIII. NOTICES AND COMMUNICATIONS**

All notices or communications whether to Authority or to Company pursuant hereto will be

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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

SKYCENTER ONE

5411 SKYCENTER DRIVE

TAMPA, FLORIDA 33607

ATTN: CHIEF EXECUTIVE OFFICER

TO Company:

(MAIL DELIVERY)

CASPER AIRPORT SOLUTIONS, INC.

1055 WESTLAKES DRIVE

SUITE 300

BERWYN, PENNSYLVANIA 19312

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

SAME

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

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return receipt or overnight mail tracking receipt is required.

#### **XXIV. 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.

#### **XXV. SUBORDINATION TO TRUST AGREEMENT**

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

#### **XXVI. ASSIGNMENT AND SUBCONTRACTING**

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 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.

## **XXVII. EMPLOYEE PARKING**

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

## **XXVIII. APPLICABLE LAW AND VENUE**

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

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

## **XXIX. SCRUTINIZED COMPANIES**

Company is required to complete Exhibit E, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit E for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 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, 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.

## **XXX. RELATIONSHIP OF THE PARTIES**

Company is and will be deemed to be an independent contractor and operator responsible to all Hillsborough County Aviation Authority Noise Office Flight Tracking and Complaint Management Services Contract Casper Airport Solutions, Inc.

Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

### **XXXI. TIME IS OF THE ESSENCE**

Time is of the essence of this Contract.

### **XXXII. NON-DISCLOSURE**

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

### **XXXIII. WAIVERS**

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power,

privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

#### **XXXIV. 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.

#### **XXXV. 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.

#### **XXXVI. 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.

#### **XXXVII. 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

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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.

### **XXXVIII. 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.

### **XXXIX. 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.

### **XL. 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.

### **XLI. SIGNATURES**

Hillsborough County Aviation Authority  
Noise Office Flight Tracking and Complaint Management Services  
Contract  
Casper Airport Solutions, Inc.

### **XLII.A Signature of Parties**

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

### **XLII.B Counterparts**

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

## **XLII. PUBLIC ENTITY CRIME**

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

## **XLIII. 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.

## **XLIV. MISCELLANEOUS**

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

## **XLV. 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 Section 287.133, concerning Criminal Activity on Contract 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

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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.

## **XLVI. ORDER OF PRECEDENCE**

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

## **XLVII. 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 Services, 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.

### **XLVII.A Claim for Payment**

Any claim for payment for changes in the 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 Services unless such revised 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 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.

### **XLVII.B Right to Carry Out the Services**

If Company defaults or neglects to carry out the 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

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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.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary Harrod, Chairman

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

WITNESS: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

\_\_\_\_\_  
Printed Name

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 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

Hillsborough County Aviation Authority  
Noise Office Flight Tracking and Complaint Management Services  
Contract  
Casper Airport Solutions, Inc.

CASPER AIRPORT SOLUTIONS, INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

CASPER AIRPORT SOLUTIONS, INC.

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 Services

This Scope of Services details the type of services and deliverables that Company will provide during the Term of this Contract. Work will only begin upon the issuance of a purchase order or Work Plan for additional services. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add Services and deliverables. Upon completion of any expansion, reduction, modification or addition in the Services and deliverables, such changes will be included in the Contract by letter from Authority to Company and without the need for formal amendment to this Contract. Note: Authority does not guarantee any work.

A. Services

Company will provide an FTCM System to include software licenses, implementation, training, and on-going technical support for Annual Licensing and Services Fees for Authority administrators and end users as specified in the Solicitation and in accordance with the terms and conditions of this Contract.

During the Term of this Contract, Company shall:

1. Maintain at all times all required licensing requirements, qualifications, certifications, and authorizations for the performance of the Services under this Contract.
2. Be responsible for ensuring ongoing functionality of FTCM System.
3. Maintain a Continuity of Operations Plan so that in the event the primary data center has a failure or suffers some catastrophic event, a backup facility or process will provide for minimal interruption of service to Authority with no loss of Authority data.
4. Provide software patches and updates for FTCM System, including but not limited to, corrective patches and upgrades in the event security vulnerability or system availability issues are discovered, free of charge during the Term of this Contract. Authority reserves the option of implementing the updates or not.
5. Ensure all future platform releases, patches, enhancements, updates and upgrades deployed by Company during the Term of this Contract automatically become part of the FTCM System utilized by the Authority.
6. Ensure FTCM System compatibility with future vendor patches, upgrades, releases and enhancements to operating systems as may be utilized with Authority, including but not limited to, Microsoft Windows.
7. Be responsible for ensuring the FTCM System utilized by Authority remains compatible with emerging industry standards as recognized by the FAA.
8. Warrant that all Services performed under this Contract will, at time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Authority will give written notice of any defect or nonconformance to the Company

within thirty (30) days of discovering such defect. This notice shall state either (1) that the Company shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require correction or re-performance.

- a. If the Company is required to correct or re-perform, it shall be at no cost to the Authority, and any Services corrected or re-performed by the Company shall be subject to this clause to the same extent as work initially performed. If the Company fails or refuses to correct or re-perform, the Authority may, by contract or otherwise, correct or replace with similar Services and charge to the Company the cost occasioned to the Authority thereby, or make an equitable adjustment in the Contract price.
  - b. If the Authority does not require correction or re-performance, the Authority may make an equitable adjustment in the Contract price.
9. Provide remote 24/7 technical support for FTCM System, including all third party software applications used in the FTCM System.
  10. Coordinate all remote and physical access into FTCM System with Authority.
  11. Advise Authority of current service packs and patch versions that have tested compatible with FTCM System and that should be installed on servers procured and managed by Authority.
  12. Complete and submit Exhibit D, Change Request Form prior to implementation of all FTCM System releases, upgrades or improvements.
  13. Provide software modifications to correct all defects in the FTCM System arising from installation of any modification provided by Company. No hours or charges will be incurred by Authority for this corrective work.
  14. Warrant all software provided in this Contract, including firmware as warranted by third party suppliers, is free from defects in material and workmanship under normal operating use and service.
  15. Company will provide three (3) days of on-site training to Authority staff upon acceptance of the implemented FTCM System.
  16. Company is responsible for providing annual training including relevant materials such as user guides on any new functionality or changes to the FTCM System throughout the Term of this Contract at no additional cost. The purpose of the training will be to ensure Authority staff can continue to perform basic troubleshooting tasks. All training will be documented to identify content, purpose, trainees, instructors and date(s). Both Parties will be provided copies of all training documentation. Both Parties will mutually agree to the delivery method of the training, which may include in-person, virtual, or on-demand content.

## B. FTCM System Requirements

### 1. Data

- a. Utilize FAA radar data or other comparable data.

- b. Provide real-time, or near real-time, flight tracking and historical flight tracking for the Airports.
- c. Store and access fifteen (15) years of flight tracks and filter and create reports from such data. Note: Data records in digital format will be available for Authority use. At this time, the Authority does not intend to migrate historical data from existing system(s).
- d. All data must include accurate, real-time or near real-time Automatic Dependent Surveillance-Broadcast data.

## 2. Modeling

- a. Utilize computer-based noise modeling with the capability of exporting data to Aviation Environmental Design Tool (AEDT) that is within one version of current AEDT technology.
- b. Depict flight tracks via a multitude of visual graphics.
- c. Select flight tracks as an individual track or group of tracks, yielding both a return of a count and operational data (e.g., airline, flight ID, time of operation, equipment, altitude and speed).
- d. Display flight tracks over either a roadway, satellite or aerial base map, at a minimum, with the ability to add additional base options as needed.
- e. Provide an aerial base that has the ability for its users to easily adjust its opacity as needed.
- f. Easily create gates, domes or cylinders around specific points or addresses.
- g. Filter flight tracks using an identified/created gate.
- h. See, select, and evaluate flight track profiles (individual and group) and obtain a calculated average track for the profiles.
- i. Easily produce a count and calculated average flight track (profile and aerial view) for a selected group of tracks (e.g., all departures to way points).
- j. Filter a group of flight tracks by select data (e.g., type of aircraft, propulsion, and time of day).
- k. Easily handle one (1) million operations and flight tracks per year.
- l. Search by address.

## 3. Functionality

- a. Function as a web-based system with multiple logins.
- b. Authority requires a minimum of five (5) unique logins and reserves the right to add or delete unique logins during the Term of this Contract.
- c. Enable Authority staff to perform basic administrative functions such as trouble-shooting, reconfiguration of dashboard, and changing reporting filters and output based on existing data available within the system.
- d. Capable of seamless operation on mobile devices.
- e. Provide online complaint management database to include an online complaint form that logs complaints directly in to the database once

submitted by a resident, without Authority staff having to input complaint information in to the database manually.

- f. Provide redundancy in servers that feed and provide data to the Authority FTCM System interface so that reliability of data, database and services provided meet or exceed 99%.
- g. Provide strong graphical reporting capability of operations and compliance data for use on Authority website and in public meetings.
- h. Include the ability to automatically categorize as "Runway Unavailable" or similar nomenclature without manual input by Authority staff for runway use deviations tied to a runway closure or other temporary changes that may cause the Authority or FAA to determine the runway unusable.
- i. Include a select all feature for data and have the ability to change selected data fields at the same time.
- j. Allow Authority staff to tag any flight with a deviation category, as developed and determined by the Authority, to include the ability to record and sort deviations based on:
  - i. Propulsion
  - ii. Aircraft type (General Aviation or Commercial)
  - iii. Time of day
  - iv. Deviation cause
  - v. Runway used
  - vi. Direction of travel (takeoff or landing)

#### 4. Complaint Management

- a. Provide online complaint database that allows multiple searches and report types based on information such as sorting complaints based on disturbance type, data range and name of complainant.
- b. Provide an online complaint form that submits an auto-response to the individual submitting the complaint form advising receipt of noise complaints.
- c. Allow Authority staff to select pre-determined complaint response templates that automatically populates an individual's name and include the selected response which will be sent directly from the complaint module of the FTCM System.
- d. Include the ability to automatically flag complainants within two geographical areas as "frequent complainants" whereby this designation automatically drives a unique complaint response to the complainant without any action by the Authority staff. Provide an active complaint list to allow for faster follow up and identification of new complainants.
- e. Allow grouping of complaints by areas known as South of Airfield, North of Airfield, East of Airfield, and West of Airfield.
- f. Provide an online portal for the general public to view near-real time flights operating into and out of the airports, with the ability to see flights in relation

to a specific address on a satellite, roadway, and/or aerial map. Will also allow the general public to enter a property address and will have the following capabilities:

- i. View a base map with noise contours and timeframe.
- ii. View a symbol indicating the location of the property address.
- iii. Create and view a one-mile cylinder radius around the property.
- iv. Provide the number of flight operations within the one-mile radius cylinder during the date and timeframe entered.
- v. Provide the type of operations (e.g., arrivals or departures).
- vi. Provide the altitudes of those operations.
- vii. Provide a color-coded summary of data (e.g., arrival tracks, departure tracks, and location of property).

#### 5. Reporting

- a. Capable of producing a single report inclusive of all template data as structured by the Authority based on monthly and quarterly output. Exhibit G, Noise Office – Monthly and Quarterly Reporting is provided as an example of current Authority Noise Office reporting.
- b. Runway and Operations reporting:
  - i. Runway use (total number of operations) by hour, day, year, period of interest, equipment, propulsion type, and operation time.
  - ii. Runway use (total number of operations) by airline, equipment type and time of day (for an hour, a day, a year, or a period of interest), and the ability to incorporate Official Airline Guide (OAG) data.
  - iii. North Flow Operations versus South Flow Operations by hour, day, year, equipment type, propulsion type and period of interest.
  - iv. Reporting should be adaptable to changes and/or needs of the Authority with updates to reports and dashboards twice yearly at no additional cost to Authority.

#### 6. FTCM System Expansion

- a. Readily upgradable, scalable and modular in design to accommodate new features and functionalities including, but not limited to, the following:
  - i. Additional reporting capabilities.
  - ii. Additional functionalities as determined necessary by Authority.
  - iii. Firmware or software upgrades without the need to replace field devices.

#### C. Incident Category and Priority Response and Resolution Targets

Company shall comply with the priority levels provided below when incidents are reported by Authority. These levels, as determined by Authority, are measured according to the



business impacts of each problem. Support activity prioritization, response and resolution expectations are based on impact and urgency.

Category	Description
P1-High	The damage caused by the incident increases considerably over time. Loss of important system functionality. Loss of data and/or inaccurate reporting. Complete system outage affecting all kiosk functionality  Multiple stakeholders are affected and/or inconvenienced in some way. Damage to the reputation of the Airport is likely
P2-Medium	Loss of non-essential system functionality. Non-essential inaccuracy within system.  Damage to the reputation of the Airport is likely to be minimal.
P3-Low	Authority requests and inquires. No impact to airlines or Airport.

1. Response Targets and Restoration of Service Time

- a. When Authority reports an incident to Company, Company will assign to the incident one of the below priority levels as determined by Authority. Company shall be required to respond within the applicable Response Target. Restoration of Service time based on priority level for the incident as set by Authority is outlined below.

Priority	Hours of Support	Response Target	Resolution Target
<b>P1 – High</b>	24 x 7	15 minutes	1 hour
<b>P2 – Medium</b>	Business hours	2 hours	1 business day
<b>P3 – Low</b>	Business hours	1 business day	5 business days

- b. Authority shall provide Company with data dumps, as requested, and with sufficient support and test time on Authority computer system to duplicate the incident, to certify that the incident is within FTCM System, and to certify that the incident has been corrected.

- c. Above priority levels do not apply during Scheduled Downtime.

2. Licensee Credit

In the event the FTCM System is unavailable due to a P1-High Incident Priority or other unscheduled downtime for longer than four (4) continuous hours, the Authority will be entitled to one (1) day of service fees credit for each 24-hour period, owed after the first four (4) hour period of continuous unavailability of the FTCM System. When Company is unable to recover and provide the data lost or unrecoverable as a result of the P1-High Incident Priority or other unscheduled downtime, the Authority will be entitled to five (5) days of service fees credit for each 24-hour period of lost or unrecoverable data.

Service fees credited to Authority will be sent by check within thirty (30) days.

3. An Incident is deemed to be resolved when either:
  - a. Company rectifies the incident, reports such to Authority, and Authority agrees and accepts Company solution. Company will escalate notification to Authority Service Desk if Authority fails to notify Company of agreement and acceptance of incident resolution within forty-eight (48) hours after Company's written notice of incident correction; or
  - b. Workaround has been achieved and the implementation of further resolution is scheduled; or
  - c. Authority acknowledges, after contacting Company, that there is no further incident; or
  - d. Company confirms to Authority that the functionality which is the subject of the reported incident is corrected; or
  - e. The incident cannot, despite reasonable efforts, be reproduced by Company and/or Authority and as such was a one-off; or
  - f. Company and Authority mutually determine that a remedy for the incident will be included in the next Release of the Software.

#### D. After Action Review

Company will provide a draft After Action Review within forty-eight (48) hours of any P1 - High Incident in accordance with Section C.1 above or emergency maintenance performed by Company or its suppliers to Authority. Company will complete Exhibit C, After Action Review Template for all reported P-1 High Incidents and forward it to the Vice President of

Operations or designee. The Authority may request a meeting with Company regarding a submitted After Action Review.

1. Root Cause is a factor that caused a nonconformance and should be permanently eliminated through an agreed upon process, program, hardware and/or training solution.
2. Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the Root Cause. Solutions may include program, hardware and/or training solution.

#### E. Contacts

##### 1. Authority's Contact Person

Authority's Vice President of Operations or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

##### 2. Company's Contacts

###### a. Project Manager

Company has designated Andrew Rinius as the Project Manager.

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

[The remainder of this page was intentionally left blank]

EXHIBIT B  
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

**EXAMPLE ONLY – DO NOT COMPLETE**

1. Work Plan for Additional Services No.
  
2. Project Information  
*The information in this section will be completed by Authority.*
  - A. Project Title:
  
  - B. Project Summary
    - i. Project Purpose:
  
    - ii. Project Description:
  
    - iii. Project Scope of Work and Deliverables:
  
3. Schedule and Costs  
*The information in this section will be completed by Company and approved by Authority prior to performing any work.*
  - A. Project Schedule/Timeline  
*Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.*
  
  - B. Total Cost of Project  
Provide the costs in U.S. dollars.

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	
Data	\$

EXHIBIT B  
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
<b>Total Projected Project Cost (Service Cost and Reimbursable)</b>	<b>\$</b>

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

4. Payment Method and Schedule  
Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

*<insert for projects one month and less>*  
*Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.*

*<insert for projects 30 to 90 days>*  
*Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.*

*<insert for projects exceeding 90 days>*  
*Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.*

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. 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.

EXHIBIT B  
SAMPLE WORK PLAN FOR ADDITIONAL SERVICES

**Acknowledgement of Acceptance**

Company agrees and accepts the terms of this Work Plan for Additional Services No. \_\_\_\_ as detailed above.

**Company**

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Hillsborough County Aviation Authority**

BY:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT C  
AFTER ACTION REVIEW TEMPLATE

Service Level Agreement: Draft required within 48 hours of any P1 High Incident or emergency maintenance performed by Company or its suppliers to HCAA ITS. Follow up Items agreed upon due dates.

<b>Event Title:</b>	<i>Provide name of service/application impacted and if possible ticket number</i>
<b>Start date/time:</b>	<i>In this format – MMDDYY @ 00:00 AM/PM</i>
<b>End date/time:</b>	<i>In this format – MMDDYY @ 00:00 AM/PM</i>
<b>Systems Impacted:</b>	<i>Provide a list of Services, hardware, and applications affected</i>
<b>Root Cause:</b>	<i>Provide a detailed description of the actual root cause to the issue</i>
<b>Technicians Involved:</b>	<ul style="list-style-type: none"> <li>• <i>Who all was involved in triaging and resolving the issue</i></li> </ul>
<b>Customer Communications:</b>	<i>Provide a list of communications sent out to stakeholders, team members, end users, etc.</i>
<b>Resolution:</b>	<i>Provide a summary of what actions were taken to resolve the issue and restore services</i>
<b>Lessons Learned:</b>	<ul style="list-style-type: none"> <li>• <i>List any lessons learned in terms of process improvements, infrastructure changes, etc.</i></li> </ul>
<b>What worked well:</b>	<ul style="list-style-type: none"> <li>• <i>Highlight what went well during the incident</i></li> </ul>
<b>What didn't work well:</b>	<ul style="list-style-type: none"> <li>• <i>What were some opportunities during the incident that we should make note of</i></li> </ul>
<b>Follow up Items:</b>	<ul style="list-style-type: none"> <li>• <i>Provide a list of any action items, including who they are assigned to and the expected due date</i></li> </ul>

Exhibit D  
Change Request Form

Change Request	
Number:	Approval:
Requested by:	Type:
Configuration item:	State:
Priority:	On hold:
Risk:	Conflict status:
Impact:	Conflict last run:
	Assignment group:
	Assigned to:
Short description:	
Description:	
User input:	
On hold reason:	

Planning
Justification:
Implementation Plan:
Risk and impact analysis:
Backout plan:
Test plan:
Problem Related?:

Schedule	
Requested by date:	Actual start date:
Planned start date:	Actual end date:
Planned end date:	
CAB required:	CAB delegate:

Conflicts

Notes	
Watch list:	Work notes list:
Additional comments:	
Work notes:	

Closure Information
Close code:
Resolution reason:



**Exhibit E**  
**Scrutinized Company Certification**

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: \_\_\_\_\_ FID or EIN  
No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

I, \_\_\_\_\_ as a representative of

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certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate this Contract upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it 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, or it is found to have been engaged in business operations in Cuba or Syria.

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SIGNATURE

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TITLE

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PRINTED NAME

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DATE

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

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

#### **POLICY:**

##### **General:**

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.

- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

#### **Travel Expenses:**

- A. Travel Authorization and Approval:
  - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
  - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
  - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:
  - 1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

#### C. Registration Fees:

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

#### D. Lodging:

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

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

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

#### E. Meals (During Travel):

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

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

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

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

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

#### F. Ground Transportation:

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

Allowance for ground transportation within the Authority's MSA is only authorized with

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

#### G. Other Travel Expenses:

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

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

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

#### H. Foreign exchange rates:

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

#### I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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

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

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

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

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

#### J. Travel by Personal Vehicle:

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

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

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

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

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

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

#### **Business Development Expenses:**

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the

## EXHIBIT F

### AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

#### **Working Meals:**

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.





Hillsborough County Aviation Authority  
Tampa International, Peter O. Knight,  
Plant City and Tampa Executive Airports

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## EXHIBIT G

# NOISE OFFICE - MONTHLY AND QUARTERLY REPORTING

Tampa International Airport  
Noise Office Flight Tracking and Complaint Management Services



Hillsborough County Aviation Authority  
Tampa International, Peter O. Knight,  
Plant City and Tampa Executive Airports

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# Monthly Noise Monitoring Office Report February 2022



**Monthly Noise Report:**

**Operational Impacts:**

- Runway 10-28 closed continuously beginning January 31<sup>st</sup>, 2022, for scheduled runway maintenance activities. This runway is expected to reopen on March 14<sup>th</sup>, 2022.
- Runway 1R-19L closed continuously beginning on January 5<sup>th</sup>, 2022, for scheduled runway maintenance activities. This runway reopened on February 18<sup>th</sup>, 2022
- Runway 1L-19R was closed during daytime hours on February 23<sup>rd</sup>, 2022, for scheduled runway maintenance activities.

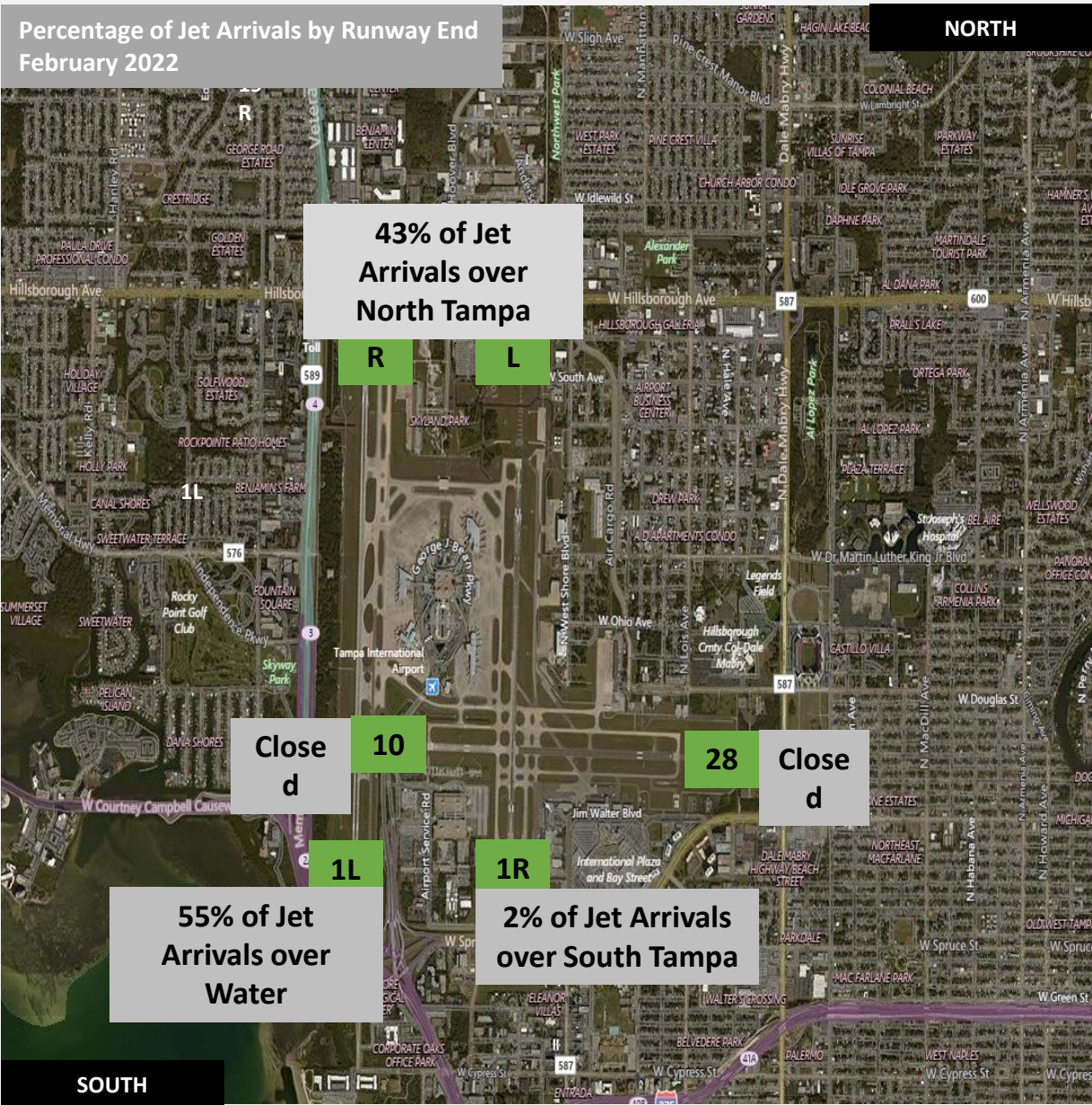
**Community Outreach:**

- Two Community Noise Forum meetings are scheduled for March 10<sup>th</sup>, 2022.

\*Includes: Scheduled runway closures, unscheduled runway closures, aircraft emergencies and wildlife strike inspections.



# Airport Map and Notes



## Operational Totals for February 2022:

Total Jet Operations (All Runways):	<b>14,582</b>	Total Prop/Turboprop Operations (All Runways):	<b>1,051</b>
Total South Flow Operations All Aircraft (Runway 19R and 19L):	<b>6,897*</b>	Total North Flow Operations All Aircraft (Runway 1L and 1R):	<b>8,725*</b>
All Aircraft Operations Between 7:00 a.m. and 10:00 p.m.:	<b>13,299**</b>	All Aircraft Operations Between 10:00 p.m. and 7:00 a.m.:	<b>2,317**</b>

Total Pilot Request Deviations  
(corporate jet and commercial jet combined):

**103 (14 Commercial)**

Total Preferred Runway Unavailable Deviations  
(corporate jet and commercial jet combined)

**82**

Total FAA Assigned Deviations  
(corporate jet and commercial jet combined)

**26**

Total Noise Complaints:  
February 2022: 217  
YTD 2022: 414

\*Does not include Runway 10-28.  
\*\*Flights operating at exactly 7:00 a.m. and 10:00 p.m. are included in both figures.

## Contact Us:

Online: [www.tampaairport.com/noise-abatement](http://www.tampaairport.com/noise-abatement)

Phone: (813) 870-7843

- Total Complaints based on complaints logged as of February 28<sup>th</sup>, 2022.
- Commercial jet aircraft are: Boeing, Airbus, McDonald Douglas, Douglas Corporation, Bombardier and Embraer commercial aircraft.
- Pilot Request Deviations includes commercial jet aircraft departures on Runway 19L and commercial jet aircraft arrivals on Runway 1R.
- West Runway Unavailable includes closures for maintenances and emergencies, among other factors.
- This data is compiled from the noise office software provided by Casper Airport Solutions and may differ from official FAA monthly traffic counts.



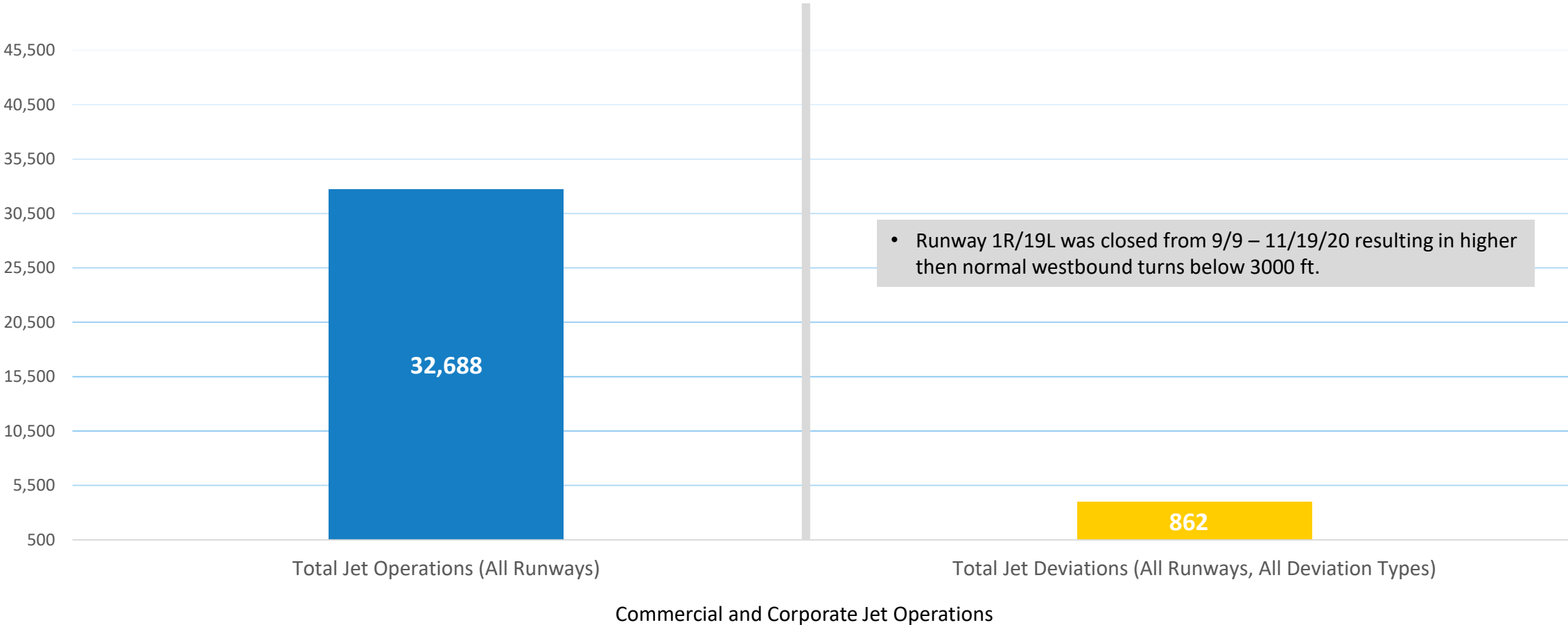
Hillsborough County Aviation Authority  
Tampa International, Peter O. Knight,  
Plant City and Tampa Executive Airports

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# Quarterly Noise Monitoring Office Report October – December 2020

# Jet Operations at TPA – October 1, 2020– December 31, 2020

Jet operations were **97.4%** compliant for the quarter.





# Jet Arrivals By Runway End

## October 1, 2020 through December 31, 2020

### Noise Complaints:

- 748 **+** noise complaints were filed during the quarter from a total of **1xx** households.
  - An elevated number of noise complaints were received from flights not at TPA. Approximately 301 were received from the Plant City area in reference to flight training.

### Community Outreach:

- Due to COVID-19, One Community Noise Forum virtual meeting was held on December 10, 2020.

### Operational Impacts for the Quarter:

- The Airport's East runway was closed continuously from September 9th through November 19<sup>th</sup> 2020.
- The 1R/19L closure accommodated multiple projects on the Airport's east runway. During the closure time, the majority of the Airport's traffic operated on and off of the Airport's west runway.

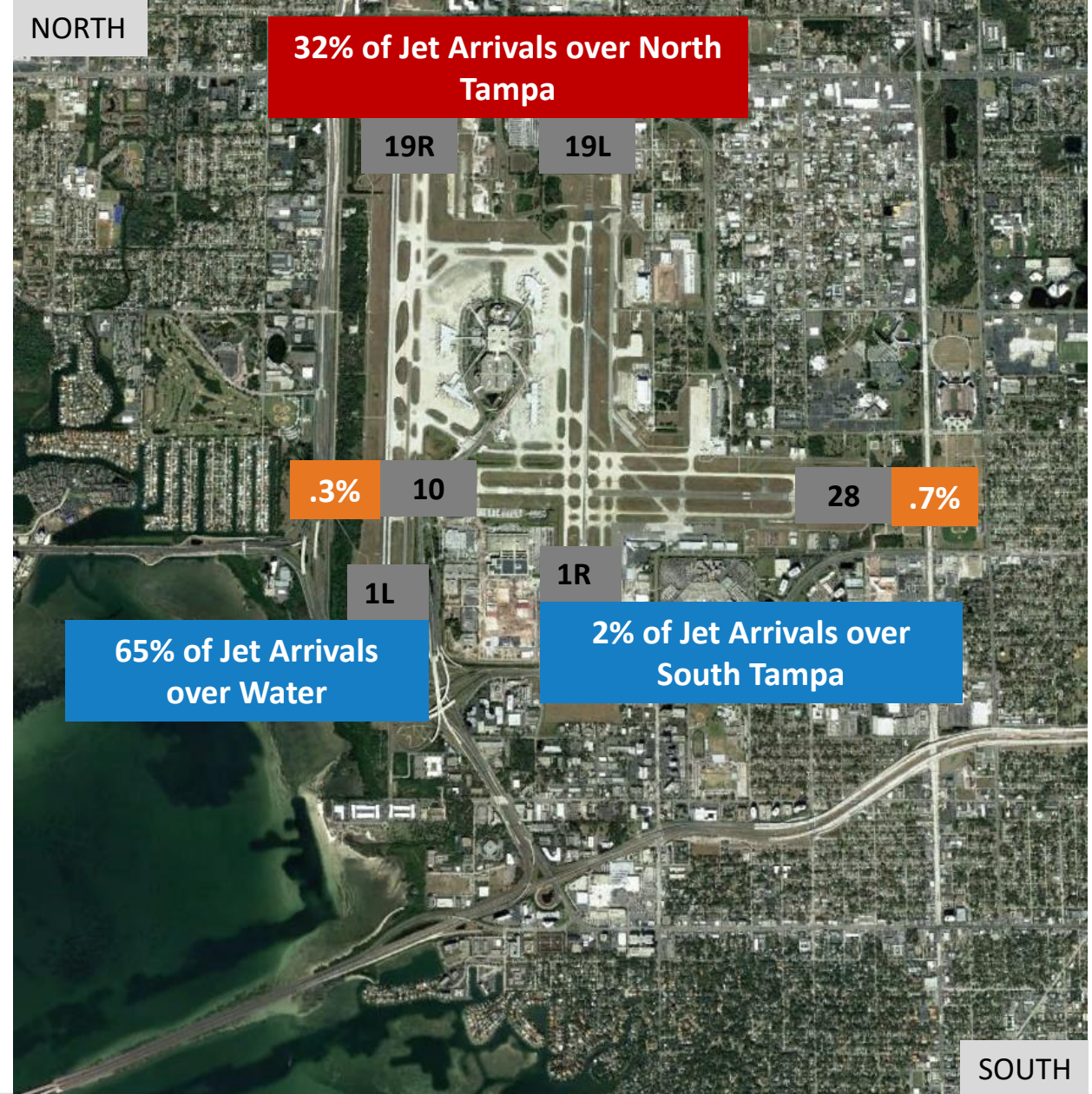


Exhibit H  
Cyber Liability Insurance Waiver

**June 9, 2022**

TO: **Casper Airport Solutions, Inc.**

FROM: Hillsborough County Aviation Authority

RE: Cyber Liability Insurance Waiver

The Hillsborough County Aviation Authority ("HCAA") has reviewed **Casper Airport Solutions, Inc.'s** request to reduce the requirement to purchase and maintain the minimum Cyber Liability Insurance as set forth in the **Noise Office Flight Tracking and Complaint Management Services Contract**, as well as **Casper Airport Solutions, Inc.'s** cyber insurance program.

In consideration of the HCAA's waiver to reduce the requirement to procure and maintain the minimum Cyber Liability Insurance, **Casper Airport Solutions, Inc.** agrees to indemnify and hold harmless HCAA, members of its governing body and its officers, volunteers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees incurred by HCAA arising out of or related to any claim made by or against HCAA and members of its governing body and its officers, volunteers and employees that would have been covered by the above referenced Cyber Liability Insurance requirements up to the originally requested limits of \$5 million.

Pursuant to Authority Standard Procedure 250.06, Contractual Insurance Terms and Conditions, if, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by a company should not be permitted, the Authority may, upon 60 days' written notice, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

AUTHORIZED SIGNATURE:

D. von de Velde

Print Name



Signature

06/10/2022

Date

CFO

Title