

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO
SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

Board Date: August 3, 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
Software Support Agreement

THIS AMENDMENT NO. 1 to the Software Support Agreement dated July 11, 2013, by and between Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida (Client), and TriTech Software Systems, organized and existing under the laws of the State of California and authorized to do business in the State of Florida (TriTech), is entered into this 3rd day of August, 2017.

WITNESSETH:

WHEREAS, on July 11, 2013, Client and TriTech entered into a Software Support Agreement (Agreement); and

WHEREAS, pursuant to the Agreement, TriTech provides software maintenance and support for VisionAir Public Safety Suite software; and

WHEREAS, Client requires additional software modules with annual support; and

WHEREAS, Client requires updates to Agreement language to include new and updated statutorily required and other language throughout; and

WHEREAS, TriTech agrees to continue to provide the services to Client in accordance with the terms and conditions of the Agreement and this Amendment No. 1.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Section 3.0, SUPPORT FEE(S), Paragraph 3.1 is deleted in its entirety and replaced as follows:

Software Support fee(s) to be paid by Client for the term of this Agreement are based on the TriTech Software licenses currently granted to Client. The Software Support fee for the five (5) year initial support term shall be specified in Addendum A hereto. Modifications to Addendum A may be made from time to time upon agreement by Client and TriTech without formal amendment to this Agreement.

3. Section 3.0, SUPPORT FEE(S), Paragraph 3.2 is deleted in its entirety and replaced as follows:

TriTech shall notify Client of expiring support approximately ninety (90) days prior to the end of the initial five (5) year support term. Client may elect to terminate support or sign a new agreement for support at the end of such initial five (5) year support term. Annual Software Support fees shall be subject to increase on an annual basis at a rate of five percent (5%), or the Consumer Price Index for all Urban Consumers ("CPI-U") US City Average for the previous twelve (12) month period, whichever is less. Annual Software Support fees are non-refundable and are due before commencement of support services. Additional TriTech software licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period. Without invalidating this Agreement, Client may, at any time, purchase additional TriTech software licenses and annual support only by written order signed by Client's CEO or designee and accepted in writing by TriTech.

4. Section 20.0, COMPLIANCE WITH PUBLIC RECORDS LAW, is hereby added to the Agreement and states:

IF TRITECH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TRITECH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

TriTech 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 Client in order to perform the services contemplated by this Agreement.
- B. Upon request from Client custodian of public records, provide Client 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 Agreement term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Client to perform the services. TriTech shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client custodian of public records, in a format that is compatible with the information technology systems of Client.

5. Section 21.0, NON-DISCRIMINATION, is hereby added to the Agreement and states:

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

21.1 TriTech 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 Agreement.

21.2 Civil Rights. TriTech, with regard to the work performed by it under this Agreement, 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. TriTech will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, TriTech, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, TriTech must take reasonable steps to ensure that LEP persons have meaningful access to TriTech’s programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits TriTech from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 21.3 In all solicitations either by competitive bidding or negotiation made by the TriTech 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 TriTech of TriTech’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 21.4 TriTech 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 Client

or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of TriTech is in the exclusive possession of another who fails or refuses to furnish this information, TriTech will so certify to Client or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 21.5 In the event of TriTech's non-compliance with the non-discrimination provisions of this Agreement, Client will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to TriTech under this Agreement until TriTech complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 21.6 Company will include the provisions of Paragraphs 21.1 through 21.4 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. TriTech will take such action with respect to any subcontract or procurement as Client or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event TriTech becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, TriTech may request Client to enter into such litigation to protect the interests of Client and, in addition, TriTech may request the United States to enter into such litigation to protect the interests of the United States.
- 21.7 TriTech assures that, in the performance of its obligations under this Agreement, 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 TriTech, 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. TriTech, if required by such requirements, will provide assurances to Client that TriTech will undertake an affirmative action program and will require the same of its subconsultants.

6. Section 22.0, INSURANCE, is hereby added to the Agreement and states:

22.1 Insurance

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

22.2 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement 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, TriTech under this Agreement or the use or occupancy of Client premises by, or on behalf of, TriTech in connection with this Agreement. 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.

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

B. Professional Liability Insurance

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

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

C. Cyber Liability & Data Storage

TriTech shall purchase and maintain, throughout the life of this Agreement, 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	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

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.

D. Waiver of Subrogation

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

22.3 Conditions of Acceptance

The insurance maintained by TriTech must conform at all times with Client Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Client website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

7. EXHIBIT A, STANDARD PROCEDURE, TRAVEL EXPENSE AND SUBSISTENCE is deleted in its entirety from the Agreement and replaced with the revised EXHIBIT A, STANDARD PROCEDURE, TRAVEL AND BUSINESS DEVELOPMENT EXPENSES, included in this Amendment No. 1.
8. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 3rd day of August, 2017.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Victor D. Crist, Secretary

BY:

Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of August, 2017, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

TRITECH SOFTWARE SYSTEMS

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Witness

Printed Name

Printed Name

Printed Address

City/State/Zip

TRITECH SOFTWARE SYSTEMS

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

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