

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO  
PASSUR RADAR NETWORK AGREEMENT

PASSUR Aerospace, Inc.

Board Date: November 3, 2016

Prepared by:  
Procurement Department  
Hillsborough County Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
AMENDMENT NO. 1 TO  
Passur Radar Network Agreement

THIS AMENDMENT NO. 1 to the Passur Radar Network Agreement dated January 12, 2012 (Agreement), by and between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Authority), and PASSUR Aerospace, Inc. a New York Corporation organized and existing under the laws of the State of New York and authorized to do business in the State of Florida (Company), is entered into this \_\_\_ day of November, 2016.

WITNESSETH:

**WHEREAS**, on January 12, 2012, Authority entered into the Agreement with Company for Landing Fee Management Audit and Billing software modules access; and

**WHEREAS**, Authority wishes to exercise the two, one-year renewal options, thereby revising the end date of the Agreement to January 8, 2019;

**WHEREAS**, Authority desires to revise Exhibit A, Statement of Work; and

**WHEREAS**, Company agrees to continue to provide services to Authority in accordance with the terms and conditions of the Agreement.

**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. This Amendment No. 1 renews the Agreement for the period of January 9, 2017 through January 8, 2019.
3. Delete Article 1, Services, Section 1.1, Scope of Service, in its entirety and replace with the following:

Upon the request of the Authority, Company agrees to provide the services required under this Agreement as outlined in the Statement of Work, which is attached hereto and made a part hereof as Exhibit A.

4. Delete Article 3, Compensation, Section 3.2, Method of Payment, in its entirety and replace with the following:

On an annual basis, Company will submit to Authority, in a form satisfactory to Authority, an invoice that, at a minimum, includes the services to be performed for the next year.

5. Delete Exhibit A, Statement of Work, Section entitled, Payment Schedule, in its entirety and replace with the following:

Payment Schedule

The payment schedule includes an on-going monthly subscription fee and an initial start-up fee. The payment schedule is outlined below. Landing Fee Audit Module will be provided and billed on an annual basis. Billing Module will be provided and billed only upon request by Authority.

Landing Fee Audit Module

The initial start-up fee is \$15,000 to be paid upon the delivery of usernames and passwords to access the PASSUR Landing Fee Management Audit Module.

Year 1:	Landing Fee Audit Module: \$3,600/month
Year 2:	Landing Fee Audit \$3,600/month
Year 3:	Landing Fee Audit \$3,600/month
Year 4:	Landing Fee Audit \$3,708/month (3% increase)
Year 5:	Landing Fee Audit \$3,819.24/month (3% increase)
Year 6:	Landing Fee Audit \$3,933.50/month (3% increase)
Year 7:	Landing Fee Audit \$4,051.50/month (3% increase)

Billing Module

Year 1:	(At any time during year 1, TPA may implement the PASSUR Billing Module. At that time an additional \$3,600/month for the Billing Module will be invoiced.)
Year 2:	Billing Module \$3,600/month
Year 3:	Billing Module \$3,600/month
Year 4:	Billing Module \$3,708/month (3% increase)
Year 5:	Billing Module \$3,819.24/month (3% increase)
Year 6:	Billing Module \$3,933.50/month (3% increase)
Year 7:	Billing Module \$4,051.50/month (3% increase)

Terms and Conditions

1. All prices above are monthly (except one-time start-up fee)
2. The airport may require additional changes and/or additions to the program which are not currently reflected in the above. We will provide access to our professional software engineering staff for additional software services and at the rate of \$200-\$400/hour, depending on the level of engineer required. Some development work may not be

charged to the airport, in whole or in part, dependent on its broader applicability to other airports. Final specifications for additional work will be needed to determine which charges apply.

3. If requested, additional on-site training will be \$2,500/day.
6. Article 26, Compliance with Public Records Law, is hereby added to the Agreement and states:

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 Agreement.
  - 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 the Agreement Term and following completion of this Agreement.
  - D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the service. 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.
7. 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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and corporate seals on this \_\_\_\_ day of November, 2016

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_

Victor D. Crist, Secretary

Address: PO Box 22287  
Tampa, FL 33622

BY: \_\_\_\_\_

Robert I. Watkins, Chairman


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 this \_\_\_\_ day of November, 2016, 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)

**PASSUR AEROSPACE, INC.**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

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

\_\_\_\_\_  
City/State/Zip

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_

\_\_\_\_\_  
(Individual's Name)

\_\_\_\_\_  
(Individual's Title)

at \_\_\_\_\_, a \_\_\_\_\_ on its  
behalf,

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_ known to  
me and

(He is / She is)

(Personally / Not Personally)

has produced \_\_\_\_\_  
(Form of Identification)

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

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

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