

AGREEMENT FOR SERVICES

This **Agreement for Services** ("Agreement") is entered into as of _____, 2018 ("Effective Date") by and between Hillsborough County Aviation Authority, located at 4100 George J. Bean Parkway, Tampa, FL 33607 ("Customer" or "Authority") and Sabre Corporation, ("Supplier" or "Sabre") located at 3150 Sabre Drive, Southlake, TX 76092, and in exchange for the mutual promises and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Description of Services.** Customer agrees to purchase and Sabre agrees to provide the services (the "Services") described on Exhibit A, a copy of which is attached hereto and incorporated herein. Customer will authorize Work Orders under this Agreement for specific engagements throughout the term of this Agreement.

2. **Rights in Deliverables.** Sabre hereby grants Customer a perpetual, non-exclusive, non-transferable license to reproduce and use the deliverables provided to Customer hereunder, in each case solely for Customer's internal operations and for no other use or purpose. Sabre shall retain all right, title and interest in and to all reports and other consulting deliverables provided to Customer hereunder and all ideas and intellectual property associated with such Deliverables. This paragraph is subject to Florida's public records laws.

3. **Payment.** Customer shall pay Sabre the amount identified in Exhibit A for performance of the Services. Customer shall pay, or reimburse Sabre for, all documented out-of-pocket expenses, including all actual air and local transportation, food, lodging and incidental expenses, incurred by Sabre in connection with the performance of this Agreement, subject to Customer's Travel Policy. Customer shall also reimburse Sabre as additional fees for (i) all taxes, duties, levies or other fees imposed on Sabre arising out of the performance of the Services (except for those based upon the net income of Sabre), and (ii) any additional taxes, imposed on Sabre as a result of any reimbursements of taxes under this provision. Charges for fees identified hereunder shall be due and payable thirty (30) days after receipt of invoice from Sabre. Any request by Customer for back-up documentation relating to a particular Sabre invoice must be received by Sabre within thirty (30) days of receipt of such invoice by Customer. If Customer is a participant in the IATA or ACH Clearinghouse, Sabre will invoice all amounts due hereunder through the IATA or ACH Clearinghouse, and Customer will pay invoices through such account pursuant to the procedures of the appropriate Clearinghouse. Interest on any late payments shall accrue at the rate of fifteen percent (15%) per annum or the highest rate permitted by applicable law, whichever is less, from the date such amount is due

until finally paid.

4. **Warranty.** Sabre represents and warrants that the Services shall be provided by qualified professionals in their respective disciplines. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. SABRE DISCLAIMS, AND CUSTOMER HEREBY WAIVES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OF ANY SERVICES PROVIDED HEREUNDER.

5. **Limitation of Liability.** CUSTOMER WAIVES ALL LIABILITY OF SABRE FROM NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE OR JOINT. UNDER NO CIRCUMSTANCES SHALL SABRE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, OR THE LOSS OF USE OF ANY DATA. UNDER NO CIRCUMSTANCES SHALL SABRE'S LIABILITY IN CONNECTION WITH THE SERVICES EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID TO SABRE PURSUANT TO THIS AGREEMENT.

6. **Non-Disclosure.** (a) **"Confidential Information"** shall mean (i) the terms and conditions of this Agreement and the parties performance hereunder, (ii) information relating to a party's business, customers, financial condition, or operations, and (iii) any other information, whether in a tangible medium or oral and marked or clearly identified by a party as confidential or proprietary at the time of disclosure; except such information that (a) is known to the recipient prior to its first receipt of such information from the disclosing party, provided that such information is not subject to another confidentiality agreement of which Customer and Sabre are a party, (b) is generally known to the public prior to its receipt by the recipient, (c) after receipt from the disclosing party, becomes available to the public other than as a result of an unauthorized disclosure by any of the recipient's directors, officers, employees, agents or

advisors, or (d) is independently developed by the recipient without access to or use of the Confidential Information.

(b) Except as expressly permitted by this Agreement, all Confidential Information shall be held and protected by the recipient in strict confidence, shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement, and shall not be disclosed to any other third parties without the prior written consent of the owner thereof.

(c) Each party may disclose the Confidential Information of the other party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if that party; (i) promptly notifies the other party of the terms and the circumstances of that request, (ii) consults with the other party, and cooperates with the other party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, that party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

(d) This section is subject to Florida's public records law.

7. Choice of Law. THIS AGREEMENT AND ANY DISPUTE ARISING HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

8. Term. This Agreement shall begin on the Effective Date and continue through April 28, 2019. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 4, 5, 6 and 7 shall survive and continue in full force and effect.

9. Non-Discrimination. During the performance of this Agreement, the Supplier, for itself, its assignees and successors in interest, agrees as the following in connection with the performance of the Services under this Agreement:

i. **Civil Rights.** The Supplier, 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. The Supplier 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, the Supplier, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- ii. 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);
- iii. 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);
- iv. 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);
- v. 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;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vii. 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);
- viii. 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);
- ix. 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;
- x. 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, the Supplier must take reasonable steps to ensure that LEP persons have meaningful access to the Supplier's programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits the Supplier from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. In all solicitations either by competitive bidding or negotiation made by the Supplier for work to be performed under a subcontract to this Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Supplier of Supplier's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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

5. In the event of the Supplier's non-compliance with the non-discrimination provisions of this Agreement, the 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 the Supplier under this Agreement until the Supplier complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.

6. The Supplier will include the provisions of Paragraphs 1 through 5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Supplier will take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a

means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Supplier becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Supplier may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.

7. The Supplier 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 the Supplier, 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. The Supplier, if required by such requirements, will provide assurances to the Authority that the Supplier will undertake an affirmative action program and will require the same of its subconsultants.

10. Woman and Minority-Owned Business Enterprise (W/MBE).

1. 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. Supplier 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 Agreement.

2. Non-Discrimination

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

b. Supplier 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. Supplier 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.

3. W/MBE Participation

a. W/MBE Goal: No specific goal for W/MBE participation has been established for this Agreement; however, Supplier agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Agreement, 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 Agreement.

b. W/MBE Termination and Substitution: Supplier is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the term of this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.

c. Monitoring: Authority will monitor the ongoing good faith efforts of Supplier 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 Supplier and the W/MBE participant, and other records pertaining to W/MBE participation, which Supplier will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Supplier for the achievement of these goals.

d. Prompt Payment: Supplier agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Supplier receives from Authority. Supplier 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.

11. Compliance.

1. Supplier shall have in its possession all applicable permits or licenses that may be required by federal, state, or local law to furnish goods, materials, machinery, apparatus or services required under the scope of this Agreement.
2. Supplier shall be subject to and in compliance with all federal, state, or local law in the performance of this Agreement.

12. Accounting and Audit Requirements.

The Parties agreed to omit the Authority's standard Audit terms only with respect to the work order for the Gate Planner Services.

13. Compliance with Public Records Law

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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.

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

1. Keep and maintain public records required by Authority in order to perform the service contemplated by this Agreement.
2. 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.
3. 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.

4. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the service. Supplier 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

Hillsborough County Aviation Authority

SABRE CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
To
SERVICES AGREEMENT

ENGAGEMENT OBJECTIVES

To leverage the Sabre AirCentre Gate Planner product to model gate plotting for March 2018 and beyond to demonstrate potential gate shortages and the need for additional airside facility (Airside D).

Based upon output from the original gating analysis, the Authority will issue work orders for additional consulting services to analyze additional scenarios.

SERVICE CHARGES

Project specific work orders will be negotiated by the Authority for each engagement. Work orders issued under this Agreement are not-to-exceed \$150,000.