

Services/Consulting Agreement

Between

Tampa Sports Authority (hereinafter referred to as “Authority”)
4201 North Dale Mabry Highway
Tampa Florida 33607

and

RSA Consulting Group, LLC(hereinafter referred to as “Consultant”)
235 W. Brandon Boulevard, Suite 640
Brandon, FL 33511-5103

This Services/Consulting Agreement (“Agreement”) shall be in effect from October 1, 2016, and shall remain in effect until September 30, 2017 (“Effective Term”). This Agreement may be extended beyond the Effective Term, in writing, at the consent of both parties.

RECITALS

WHEREAS, Authority operates and manages Raymond James Stadium and related facilities in Tampa, Florida; and

WHEREAS, Authority desires to retain Consultant to render governmental services to the Authority; and

NOW, THEREFORE, pursuant to the terms and conditions set forth herein and for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant and Authority agree as follows:

ARTICLE I. RELATIONSHIP. The parties intend that an independent contractor relationship will be created by this Agreement. Authority is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant, who is an independent contractor. Consultant **is not** to be considered an agent or employee of the Authority for any purpose and is not

entitled to any of the benefits that Authority provides for its employees. It is understood that Consultant is free to perform similar services for other parties while under contract with the Authority as long as the services of this Agreement are satisfied.

ARTICLE II. SERVICES. Services will include the following:

1. Consultant agrees to provide representation in connection with and before state legislative and administrative bodies and agencies with respect to legislation and executive department decisions affecting or potentially affecting Authority.
2. Consultant agrees that a substantial part of its services shall consist of advocacy and monitoring, analyzing, consulting and reporting on state governmental matters in general, whether or not connected with specific legislative or administrative proposals.
3. Consultant shall take direction from the President of the Authority, or its Board of Directors, but not from any individual member thereof, unless authorized by vote of the Board.
4. Consultant shall provide liaison and advisory services to the Authority in connection with the Authority's relationship with all state governmental agencies, departments, and elected official.
5. Consultant shall research, track and report legislative issues relevant to the Authority, public stadia, public agencies, independent special districts and public facilities.
6. Consultant shall coordinate with the President on all matters and shall keep General Counsel informed.
7. Consultant shall be fully responsible for and shall insure compliance by Consultant and the Authority with all laws, rules and regulations governing

lobbying/governmental liaison activities, and shall file all required reports, disclosures, and the like.

8. All services provided by Consultant shall be performed by Ron Pierce personally unless another person is specifically approved by the President in advance.
9. Consultant shall keep all confidential information obtained from the Authority as confidential and shall not disclose same unless specifically authorized by the President or General Counsel.

ARTICLE III. FEES. For such services, Authority agrees to pay to Consultant a monthly fee of \$2,000/month (“Monthly Fee”).

Authority shall pay the Monthly Fee to Consultant, on or before the first business day following the last day of each month during the Effective Term.

Consultant shall be responsible for all costs and expenses he incurs in the performance of services under this Agreement, including all taxes and assessments resulting there from.

ARTICLE IV. TERMINATION. This Agreement can be terminated immediately by Authority if at any time the Consultant does not perform the obligations of this Agreement to the satisfaction of the Authority, as determined in the sole discretion of the President/CEO. Otherwise, this Agreement can be terminated by either party upon the giving of (30) days written notice to the other party.

ARTICLE V. INDEMNITY AND INSURANCE.

1. Indemnification

- a. Consultant shall defend at his or her expense, pay on behalf of hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and

volunteers , Hillsborough County, Florida and the City of Tampa (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees judgments, losses and damages whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys’ and experts’ fees at trial and on appeal (collectively, “Claims”) for damage to property or bodily or personal injuries, including death at any time resulting there from, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- i. The performance of this Agreement (including amendments thereto) by Consultant; or
 - ii. The failure of Consultant to comply and conform with applicable laws; or
 - iii. Any negligent act or omission of the Consultant, whether or not such negligence is claimed to be either solely that of the Consultant or to be in conjunction with the claimed negligence of others including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of the Consultant.
- b. The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant and shall survive the expiration of earlier termination of this agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

2. Insurance

- a. Consultant shall maintain a comprehensive General Liability Insurance Policy having limits of not less than \$500,000.
- b. Consultant's insurance policy shall name the Indemnified Parties as additional insured, and Contractor shall provide the Authority with a certificate of Insurance reflecting all required coverage.

ARTICLE VI. GOVERNING LAW. Authority states that it is an equal employment opportunity employer and that it does not discriminate against any person on the basis of race, color, religion, sex, national origin, or any other classification protected by state or federal law, or the ordinance of Hillsborough County or the City of Tampa.

This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Hillsborough County, Tampa Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division.

ARTICLE VII. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release or modification of the same. Such a waiver, release or modification is to be effected only through a written modification to this agreement.

ARTICLE VIII. AMENDMENTS. This Agreement constitutes the complete agreement of the parties. No amendments to this Agreement shall be valid unless in writing and signed by the Authority and the Consultant.

ARTICLE IX. LICENSES. It is the responsibility of the Consultant to have a current and valid Occupational License and all other licenses and permits

required or necessary to perform the Services hereunder and to provide a copy of same to the Authority.

ARTICLE X. NOTICES, DOCUMENT OWNERSHIP, RECORDS AND RETENTION.

1. **Notices:** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Agreement. Notices shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
2. **Document ownership:** Any presentations, reports or work papers produced under this Agreement shall be the sole property of Authority and may not be reproduced, used, or copied without the expressed permission of Authority, which permission may be granted or withheld in its sole discretion.
3. **Records and Retention:** The original files and work materials relating to all services performed under this Agreement shall be maintained in a file onsite as designated by the Authority, through its Director of Golf Operations.

ARTICLE XI. SEVERABILITY. Should any section or part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

ARTICLE XII. DISPUTES/ATTORNEYS FEES. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and

mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

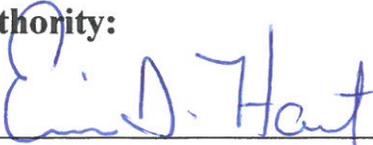
ARTICLE XIII. WAIVER OF JURY TRIAL. BOTH PARTIES HERETO DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO THIS AGREEMENT.

ARTICLE XIV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Consultant without the express written consent of the Authority, granted or withheld in its sole discretion. Further, this Agreement may only be performed by those principals of Consultant who have represented to the Authority that they will perform the essential functions of this Agreement, and no others except as may be approved by the Authority in writing.

Contract Reviewed for Legal Sufficiency

In witness hereof, the parties have executed this Agreement:

Authority:


Eric D. Hart, President/CEO

Date: 9/19/16

Reviewed for Legal Sufficiency
Signature 
Date 9-20-16
STEVEN A. ANDERSON
Steven A. Anderson, P.L.
General Counsel, TSA

and


By: David J. Byrne
Its: VP of Finance & Admin

9/19/16
Date

RSA Consulting Group, LLC


By: Ronald W. Pierce
Its: President

9/16/16
Date