SECTION 6 CONTRACT
AGREEMENT TO FURNISH STATE GOVERNMENT RELATIONS AND LOBBYIST SERVICES

THIS AGREEMENT is made on June 22, 2016, by and between the Pinellas Suncoast Transit Authority ("PSTA"), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida and RSA Consulting Group, LLC ("Supplier"), a Florida Corporation with its principal place of business located at 810 Centerbrook Drive, Brandon, Florida 33511 (collectively, the "Parties").

WHEREAS, PSTA issued a Request for Proposal No. 16-036P for State Government Relations and Lobbying Services on April 13, 2016 (the "RFP"); and

WHEREAS, Supplier submitted a proposal to the RFP on or before May 12, 2016 ("Supplier's Response");

WHEREAS, PSTA's Board of Directors awarded the RFP, at its Board of Directors Meeting on June 22, 2016; and

WHEREAS, the Parties wish to set forth the terms and conditions of their Agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.

2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as Exhibit A), and Supplier's Best and Final Offer and Supplier's Response (attached hereto as Exhibit B). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	The RFP
Exhibit B	Best and Final Offer and Supplier's Response

3. SCOPE OF SERVICES. Supplier, at the direction of PSTA, shall provide state government relations and lobbying services to PSTA in accordance with the specifications and scope of services set forth in the RFP (the "Services"). It is the sole responsibility of Supplier to read the specifications and understand them. Supplier acknowledges that it has read the specifications for the Services and understands them. Supplier agrees to provide the Services in accordance with any legislative policies and procedures adopted by PSTA's Board of Directors and as may be amended from time to time.

BM 6/22/16

4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for ~~three (3)~~ years, and may be renewed upon mutual written agreement of the Parties for up to ~~two (2)~~ three (3) additional one (1) year terms (each a "Renewal Term").

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5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Supplier to perform the Services.

5.02 Representatives. Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA'S Representative"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest. Supplier further acknowledges that multiple suppliers may be selected by PSTA in response to the RFP and that PSTA may order the Services from any or all of them in its sole discretion. Supplier shall collaborate with existing and future PSTA suppliers, including federal lobbyists, researchers, public relations personnel, and subcontractors, upon request by PSTA.

5.04 Status Reports. Supplier shall submit monthly written status reports to PSTA outlining the status of the Services to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Supplier upon expiration or termination of this Agreement, however terminated, and any Renewal Term(s).

5.05 Reviews. Throughout the entire term of this Agreement, including any Renewal Terms, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

5.06 Supplier Responsibility. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.07 Compliance with Laws. Supplier shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA will communicate directly with Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to

PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

5.08 Ownership and Use of Materials. The Parties intend that the material produced by Supplier as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by PSTA. Notwithstanding the foregoing, Supplier hereby irrevocably grants and assigns to PSTA all rights, title, and interest to all materials produced by Supplier under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Supplier throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Supplier hereby grants PSTA all consent necessary to enable PSTA to exploit the material at its convenience. Supplier shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA's prior written consent, which PSTA may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Supplier shall deliver to PSTA all papers and other materials related to the Services performed under this Agreement.

5.9 Intellectual Property Rights. PSTA shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for by PSTA under this Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Supplier, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Supplier, its employees, agents, or subcontractors, in the performance of this Agreement. The documents will be the exclusive property of PSTA and documents must be immediately returned to PSTA by the Supplier upon completion or termination of this Agreement, however terminated. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Supplier assigns all right, title, and interest it may have in the works and the documents to PSTA. Supplier must, at the request of PSTA, execute all papers and perform all other acts necessary to transfer or record PSTA's ownership interest in the works and documents.

6. Obligations

6.1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Supplier, including its employees and subcontractors, in the performance of this Agreement, Supplier shall immediately notify PSTA's Representative in writing, and shall promptly furnish PSTA's Representative with complete information and/or disclosure thereon.

6.2. Representation. The Supplier must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of PSTA, and that

neither Supplier nor its employees, agents, or subcontractors, retain any interest in and to the works and documents.

7. COMPENSATION. In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the prices set forth in **Exhibit B**. Payment shall be made only for work which is actually performed and approved by PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were performed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

7.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net

7.02 Payment Due Date. Payment due date is calculated from the date PSTA's Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. All invoices must have the PSTA Purchase Order Number or Contract Number on them in order to be considered a proper invoice.

7.03 Disputed Invoices. In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

8. MODIFICATION OF CONTRACT DOCUMENTS. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

9. WARRANTIES AND COVENANTS.

9.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Supplier of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier.

9.02 Covenants against Gratuities. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, money, or otherwise) to any official or employee of

PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Supplier's performance under this Agreement.

10. ASSIGNABILITY AND SUBCONTRACTING. The terms and provisions of the Contract Documents shall be binding upon PSTA and Supplier, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

10.01 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

10.02 Responsibility for Subcontractors. Supplier shall subcontract the Services with Suskey Consulting LLC for the first three (3) year term of this Agreement. If Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs.

10.03 Assignment by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

10.04 E-Verify. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

10.05 Provision for other Governmental Entities. Unless otherwise stated in Supplier's Response, Supplier agrees to make the prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

11. DELAY IN PERFORMANCE/FORCE MAJEURE.

11.01 Time of the Essence. The timely receipt of the Services and all deliverables to PSTA is essential. If the Services and all deliverables associate therewith are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Supplier any increased costs and damages thereby incurred by PSTA.

11.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war,

strikes or lockouts beyond the control of Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

11.03 Unavoidable Delay. If delivery of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against.

11.04 No Damages for Delay. Supplier shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.

11.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Supplier shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Supplier shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause or penalty in accordance with the provisions below.

12.01 Without Cause. For and in consideration of $10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier shall account for the same and dispose of it as directed by PSTA, or return to PSTA.

12.02 With Cause. PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions

specified in the Contract Documents, provided that Supplier must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Supplier may not terminate this Agreement.

12.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Supplier shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Supplier.

12.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 12.01 of this Agreement.

12.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Agreement, PSTA shall notify Supplier of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

12.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Supplier of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

13. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

13.01 Disputes. Disputes raised by Supplier which are not resolved amicably by the Parties shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be final and binding upon Supplier and Supplier shall abide by the decision.

13.02 Performance during Dispute. Unless otherwise directed by PSTA, Supplier shall continue performance under this Agreement while matters in dispute are being resolved.

13.04 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Supplier shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as specifically set forth herein or as may be specifically agreed in writing.

13.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and costs incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Supplier. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys'

fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, Consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statutes, rule or guideline.

14. INDEMNIFICATION

14.01 Indemnification. The parties recognize that Supplier is an independent supplier. Supplier agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

14.02 Control of Defense. Subject to the limitations set forth is this provision, Supplier shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Supplier has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

15. INSURANCE

15.01 Insurance. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Supplier has subcontractors perform any portion of the work in the Contract Documents; either Supplier shall name those subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as Supplier. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure", Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Supplier shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds $100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Supplier shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Supplier may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Supplier's Insurance shall not be construed as relieving Supplier from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

Should at any time Supplier not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Supplier or, at its sole discretion, shall be authorized to purchase such coverage and charge Supplier for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Supplier is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Supplier, Supplier has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Supplier occurs, or alternately find Supplier to be in default and takes over the protective measures as needed.

The insurance provided by Supplier shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Supplier.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier shall apply on a <u>first dollar basis without application of a deductible or self-insured retention.</u> Under limited circumstances, PSTA may permit the application of a deductible or permit Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Supplier shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

15.02 Waivers. All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

I. **Project Specific Insurance Requirements -** The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

A. **Commercial General Liability Insurance:** including, but limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations,

and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Suppliers).

Minimum required Commercial General Liability coverage will include:

(i) Premises Operations
(ii) Products and Completed Operations
(iii) Blanket Contractual Liability
(iv) Personal Injury Liability
(v) Expanded Definition of Property Damage
(vi) $1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

15.03 Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Supplier, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

- Owned, Non-owned, and Hired vehicles and with the minimum limits at $1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

Workers' Compensation Insurance. Prior to beginning work, Supplier shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Supplier shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- $500,000 Bodily Injury by Accident
- $1,000,000 Bodily Injury by Disease, policy limits
- $500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

15.04 Professional Liability Insurance: Professional Liability Insurance recognizes that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, Supplier shall purchase and maintain throughout the life of this Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of Supplier arising out of work governed by this Agreement.

The minimum limits of liability shall be:

- $1,000,000 per Claims Made Bases/or per Occurrence
- $2,000,000 Aggregate

If coverage is provided on a claims made basis, Supplier agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least two (2) years following the conclusion of this Agreement, or purchase an extended claims reporting period of two (2) years following the expiration of this contract.

16. MISCELLANEOUS PROVISIONS

16.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County,

Florida, and for any State actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

16.02 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, 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 term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to PSTA, Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and

exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____ E-mail address: _____

Mailing address: _____

16.04 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:
Pinellas Suncoast Transit Authority
Attn: Director of Procurement
3201 Scherer Drive
St. Petersburg, FL 33716

To Supplier:
RSA Consulting Group LLC
Ron Pierce
707 N Franklin Street 6th Floor
Tampa, FL 33602

With required copy to:
Alan S. Zimmet, General Counsel
Bryant Miller Olive P.A.
201 N Franklin Street, Suite 2700
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.05 Severability. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

16.06 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification, change not properly ordered by written modification to the Contract Documents and signed by PSTA.

16.07 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.08 Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

SUPPLIER:

By: _____
Duly Authorized Designee

WITNESS:

By: _____

PSTA:

By: _____
Brad Miller, CEO

Approved as to form

By: _____
Alan S. Zimmet, General Counsel

RP. 6/5/16

Exhibit "B"

Flat Fee for services on a monthly retainer basis. Retainer rates represent the number of principals and staff devoted to PSTA and the expected scope of work as outlined in the final scope work. Included in this flat fee will include all business expenses. There shall not be any additional charges beyond the below stated monthly retainer, which includes subcontracting fees.

Proposed price for fixed monthly retainer $ 7,500 Price is firm for a period of three (3) years)