Services/Consulting Agreement

Between
Tampa Sports Authority (hereinafter referred to as "Authority")
Tampa Sports Authority
4201 North Dale Mabry Highway
Tampa Florida 33607
ehart@tampasportsauthority.com

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 as of October 1, 2017 ("Effective Date") and is for the performance of services relating to acting as Authority's legislative liaison and providing advisory services with State and local governmental organizations, departments and elected officials.

RECITALS

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

WHEREAS, Authority desires to retain Consultant to render services to the Authority as specified below;

NOW, THEREFORE, 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 so long as the requirements of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES.

1. Services to be performed:

   a. 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.

   b. 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.

   c. 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 of Directors.

   d. 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.

   e. Consultant shall research, track and report legislative issues relevant to the Authority, public stadia, public agencies, independent special districts and public facilities.

   f. Consultant shall coordinate with the President on all matters and shall keep General Counsel informed.

g. Consultant shall be fully responsible for and shall ensure 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.

h. All services provided by Consultant shall be performed by Ron Pierce personally unless another person is specifically approved by the President in advance.

i. 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.

2. Controlling documents: The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:

   a. Terms and Specifications of the procurement document #__N/A___titled____N/A___;

   b. Responsive bid or RFP proposal and all accompanying documents submitted by Consultant and accepted by Authority.

3. In the event of a conflict or inconsistency between this Agreement and the documents listed under this Article II 2.a. and b., the terms and provisions of this Agreement shall prevail.

4. Time is of the essence in the performance of this Agreement.

ARTICLE III. TERM. Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until September 30, 2019, or until both parties agree the work is completed and that the Agreement may be terminated. Upon the conclusion of the initial Term, Authority may, at its option, renew or extend this Agreement for N/A additional term(s) of _N/A_year(s) each. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

ARTICLE IV. PAYMENT. For such services, Authority agrees to pay to Consultant a monthly fee of $2,000 per month ("Monthly Fee") upon commencement of the agreement until September 30, 2018. Authority agrees to pay Consultant a Monthly Fee of $2,150 per month commencing on October 1, 2018 until the termination of this agreement.

Consultant shall be responsible for all licenses, permits, costs and expenses he/she incurs in the performance of services under this Agreement, including all taxes and assessments resulting therefrom.

ARTICLE V. 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 Authority.

ARTICLE VI. INDEMNITY AND INSURANCE.

1. Indemnification

a. It is agreed that this is not a construction contract under Section 725.06, Florida Statutes, or a Design Professional Contract under Section 725.08, Florida Statutes.

b. 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 costs, expenses, attorneys' and experts' fees, prior to and at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death, sustained or asserted to have been sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen, in whole or in part, directly or indirectly through or in connection with:

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.

c. 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 or earlier termination of this Agreement.

2. Insurance

a. Consultant shall maintain insurance policies as required by the contract documents listed in Article II 2.a. and 2.b. hereof. If not specified therein, Consultant shall maintain a comprehensive Insurance Policy containing Professional Liability Insurance having limits of not less than $1,000,000.

b. Consultant's insurance policies, other than Employer's Liability and Workers Compensation, shall name the Indemnified Parties as additional insured, and Consultant shall provide the Authority with certificates of Insurance reflecting all required coverage, to Authority's satisfaction.

c. Consultant's insurance policies shall be by an insurer and in form acceptable to Authority, shall provide that said policies shall be primary as to any policies or self-insurance of the Indemnified Parties

and shall waive any rights of subrogation against the Indemnified Parties.

ARTICLE VII. GOVERNING LAW. Authority is an equal employment opportunity employer and 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 ordinances 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 VIII. 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 IX. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall have any force or effect. No amendment or modification to this Agreement shall be valid unless made in writing and signed by the Authority and the Consultant.

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

1. **Notices**: All notices must be in writing and delivered in person by hand, by certified mail, or by email to the address listed on the front page of this Agreement. Notices not delivered by hand 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, drawings, surveys, 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 Authority's 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.

ARTICLE XII. 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 XIII. DISPUTES/ATTORNEYS FEES. In the event of a dispute arising under or relating to the enforcement or interpretation of this Agreement, in any lawsuit brought by a party hereto, 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 XIV. **WAIVER OF JURY TRIAL. BOTH PARTIES DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

ARTICLE XV. 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.

ARTICLE XVI. CONSULTANT'S DUTY UNDER PUBLIC RECORDS LAW.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM, (813) 350-6515, or 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607.

If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.

2. Upon request from the Authority's custodian of public records, provide the 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 Florida Statutes, 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 the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the Authority.

4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

6. If Consultant does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Agreement.

7. If Consultant fails to provide requested public records to the Authority within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

In witness hereof, the parties have executed this Agreement:

Tampa Sports Authority:

_____

By: Eric D. Hart
Its: President/CEO
Date: 10/10/17

and

_____

By: David Byrne
Its: Vice President of Finance and Administration
Date: 10-10-17

Approved as to Form and Legality:

_____

Steven A. Anderson
General Counsel, Tampa Sports Authority

Consultant:

_____

By: Ronald W. Pierce
Its: President and CEO
Date: 9/13/17

Rev: 8/23/17