Tampa International Airport

Contract Purchase Agreement

Order No.	60718
Revision	2
Order Date	09-OCT-2018
Revision Date	24-JUN-2019
Buyer	Kimball, Sabrina/ skimball@tampaairport.com

Ship to

HILLSBOROUGH CO AVIATION AUTHORITY / TAMPA INT'L AIRPORT
CENTRAL WAREHOUSE
5008 N WESTSHORE BLVD
Tampa, FL 33614

Supplier	**Supplier No.**	6406

GRAYROBINSON PA
301 E PINE ST
STE 1400
PO BOX 3068
ORLANDO, FL 32802

Bill to

HILLSBOROUGH CO AVIATION AUTHORITY
Email: payables@tampaairport.com
PO BOX 22287
Tampa, FL 33622

Payment Terms	Freight Terms	Ship Via	FOB	Confirming Order	Supplier Contact / Telephone / Email
IMMEDIATE	PREPAY		RECEIVING		

Effective Start Date	Effective End Date	Amount Agreed
04-OCT-2018	03-OCT-2020	$423,000.00

*****The Purchase Order Terms and Conditions are available for download at www.TampaAirport.com/procurement-department*****

Notes: **THIS IS NOT A PURCHASE ORDER**
CPA for internal tracking purposes only
Contract for State Legislative Consulting Services
Contract Approved: October 4, 2018
Term: October 4, 2019 through October 3, 3020
NTE Amount of $423,000 per executed agreement
Two, one year renewal options remaining at the Board's approval
All prices and amounts on this order are expressed in USD

Total	**$423,000.00**

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.	Hillsborough County Aviation Authority Approved by Edward Haines, Vice President of Procurement Authorized Signature

Not A Valid Purchase Order

The Hillsborough County Aviation Authority (Authority) is exempt from Federal Taxes on Transportation charges and any Federal Excise Tax. If you are to prepay charges do not pay tax. The Authority will not reimburse you for the taxes paid. Federal ID No. 59-6001253

Hillsborough County Aviation Authority

STATE LEGISLATIVE CONSULTING SERVICES CONTRACT

COMPANY: GRAYROBINSON, P.A.

Term Date: October 4, 2018 through October 3, 2019

Board Date: October 4, 2018

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

TABLE OF CONTENTS

ARTICLE 1 CONTRACT	4
ARTICLE 2 SCOPE OF WORK	5
ARTICLE 3 TERM	5
ARTICLE 4 FEES AND PAYMENTS	6
ARTICLE 5 TAXES	7
ARTICLE 6 OWNERSHIP OF DOCUMENTS	7
ARTICLE 7 QUALITY ASSURANCE	8
ARTICLE 8 NON-EXCLUSIVE	8
ARTICLE 9 DEFAULT AND TERMINATION	8
ARTICLE 10 INDEMNIFICATION	10
ARTICLE 11 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS	12
ARTICLE 12 INSURANCE	14
ARTICLE 13 NON-DISCRIMINATION	16
ARTICLE 14 WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE	19
ARTICLE 15 AUTHORITY APPROVALS	20
ARTICLE 16 DATA SECURITY	21
ARTICLE 17 DISPUTE RESOLUTION	21
ARTICLE 18 NON-EXCLUSIVE RIGHTS	23
ARTICLE 19 WAIVER OF CLAIMS	23
ARTICLE 20 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES	24
ARTICLE 21 COMPLIANCE WITH CHAPTER 119 FLORIDA STATUTES PUBLIC RECORDS LAW	24
ARTICLE 22 CONTRACT MADE IN FLORIDA	25
ARTICLE 23 NOTICES AND COMMUNICATIONS	25
ARTICLE 24 SUBORDINATION OF AGREEMENT	26
ARTICLE 25 SUBORDINATION TO TRUST AGREEMENT	26
ARTICLE 26 ASSIGNMENT AND SUBCONTRACTING / SUBLEASING	27
ARTICLE 27 SECURITY BADGING	27
ARTICLE 28 VENUE	28
ARTICLE 29 PROHIBITION AGAINS CONTRACTING WITH SCRUTINIZED COMPANIES	28
ARTICLE 30 RELATIONSHIP OF THE PARTIES	28
ARTICLE 31 RIGHT TO AMEND	28
ARTICLE 32 TIME IS OF THE ESSENCE	29
ARTICLE 33 AMERICANS WITH DISABILITIES ACT	29
ARTICLE 34 FAA APPROVAL	29
ARTICLE 35 AGENT FOR SERVICE OF PROCESS	29
ARTICLE 36 INVALIDITY OF CLAUSES	30
ARTICLE 37 SEVERABILITY	30
ARTICLE 38 HEADINGS	30
ARTICLE 30 COMPLETE CONTRACT	30
ARTICLE 40 MISCELLANEOUS	31
ARTICLE 41 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	31

ARTICLE 42 ORDER OF PRECEDENCE 31
ARTICLE 43 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 32
ARTICLE 44 CONTRACT CHANGES 32

EXHIBIT A SCOPE OF WORK
EXHIBIT B RATE TABLE
EXHIBIT C SCRUTINIZED COMPANY CERTIFICATION

HILLSBOROUGH COUNTY AVIATION AUTHORITY
State Legislative Consulting Services Contract

This Contract for State Legislative Consulting Services (hereinafter referred to as Contract) is made and entered into this ___ day of October, 2018 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and GrayRobinson, P.A., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as Company) (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

A. **Accounts Payable**: The unit within Authority Finance Department that deals with accounts payable.

B. **Annual Fixed Retainer Fee**: The fixed fee paid to the Company which includes all labor, expenses, travel, supplies and equipment required for the provision of Services. No other amounts will be paid to the Company.

C. **Authority Business Days**: 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.

D. **CEO:** Authority Chief Executive Officer.

E. **Contract Documents**: The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposal (RFP) No. 18-534-030, State Legislative Consulting Services, dated April 23, 2018, and all its addenda; and Company's response to RFP No. 18-534-030, State Legislative Consulting Services, and any subsequent information submitted by Company during the evaluation process.

F. **Contract Manager**: Authority representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and Customer satisfaction with performance levels.

G. **FAA**: The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

H. **Lead Consultant:** The individual designated by the Company who is responsible for coordinating, providing and overseeing the Services.

I. **Services**: The services and deliverables to be performed and provided by Company as detailed in Exhibit A, Scope of Work.

J. **TSA**: The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, Exhibit A may be modified from time to time by letter to Company without formal amendment to this Contract.

A. Exhibit A, Scope of Work
B. Exhibit B, Rate Table
C. Exhibit C, Scrutinized Company Certification

ARTICLE 2

SCOPE OF WORK

2.01 Company agrees to provide the Services as set forth in Exhibit A, Scope of Work.

ARTICLE 3

TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on October 4, 2018 and will continue through October 3, 2019 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on October 4, 2018 and will continue for the Term of this Contract.

3.04 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for three (3), one (1) year periods at the discretion of the Authority Board of Directors (Board). Such renewal will be effective by issuance of a written letter to Company by the Board or designee. If all such renewals are exercised, this Contract will have a final termination date of October 3, 2022.

3.05 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

Company will be paid an Annual Fixed Retainer Fee as provided in Exhibit B, Rate Table for the performance of the Services specified herein. No other amounts will be allowed or paid to Company. During each year of this Contract, and any renewal option periods, Authority will pay Company the Annual Fixed Retainer Fee listed below. Company will submit a monthly invoice that includes 1/12 of the applicable Annual Fixed Retainer Fee (Monthly Contract Amount) and dates of Services by the tenth (10th) of the month following the month in which the Services were provided. For any payment period of less than one month, payment shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the Monthly Contract Amount is payable.

4.02 Invoices

Invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.03 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the

right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

A. All Services performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for Services already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the Services provided under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services performed by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Work under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any Services and that the assignment of Services to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.

B. Being in arrears in the payment of the whole or any part of fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.

C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company’s failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.

D. The divestiture of Company’s estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or

B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law;

C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will

not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.04.

ARTICLE 10

INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;

5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:
   1. Presence on, use or occupancy of Authority property;
   2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
   3. Any breach of the terms of this Contract;
   4. Performance, non-performance or purported performance of this Contract;
   5. Violation of any law, regulation, rule or ordinance;
   6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
   7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

   of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities,

damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) $1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

H. If the above Articles A - G or any part of Articles A – G are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, and

records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars ($100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess

interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

12.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services provided pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal and Advertising Injury Each Occurrence	$1,000,000
Products and Completed Operations Aggregate	$1,000,000

B. Workers' Compensation and Employer's Liability Insurance
The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	$1,000,000
Disease – Policy Limit	$1,000,000
Disease – Each Employee	$1,000,000

C. Business Automobile Liability Insurance
Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	$1,000,000

D. Professional Liability Insurance
Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000

E. Cyber Liability & Data Storage
Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	$1,000,000

Annual Aggregate	$1,000,000
Event Management Expenses	$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Waiver of Subrogation
Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.03 Conditions of Acceptance
The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 13

NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

13.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

13.02 Civil Rights. Company, with regard to the work performed by it under this Contract, 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. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with

the following non-discrimination statutes and authorities, including but not limited to:

A. 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);

B. 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);

C. 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);

D. 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;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. 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);

G. 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);

H. 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;

I. 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and

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

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

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

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

13.06 Company will include the provisions of Paragraphs 13.01 through 13.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

13.07 Company assures that, in the performance of its obligations under this Contract, 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 Company, 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. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 14

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

14.01 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. Company 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 Contract.

14.02 Non-Discrimination

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

B. Company 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. Company 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.

14.03 W/MBE Participation

A. W/MBE Expectancy: No specific expectancy for W/MBE participation has been established for this Contract; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Contract, 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 Contract.

B. W/MBE Termination and Substitution: Company 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 this Contract will be a material violation of this Contract and will invoke the sanctions for non-compliance specified in this Contract and the W/MBE Policy and Program.

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

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

ARTICLE 15

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 16

DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the Services of this Contract. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Contract by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

A. Notify Authority of such breach or potential breach; and

B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 17

DISPUTE RESOLUTION

17.01 Claims and Disputes

A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.

D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.

F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:

1. Claims, security interests or encumbrances arising out of this Contract and unsettled;

2. Failure of the work to comply with the requirements of this Contract;

3. Terms of special warranties required by this Contract;

4. Latent defects.

17.02 Resolution of Claims Disputes

A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any

unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 18

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 19

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any

part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 21

COMPLIANCE WITH CHAPTER 119 FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

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

A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Contract.

B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.

D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 22

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 23

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:
(MAIL DELIVERY)
GRAYROBINSON, P.A.
301 EAST PINE STREET
SUITE 1400
ORLANDO, FL 32801
ATTN: ROBERT F. STUART, JR.

OR

(HAND DELIVERY)	(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY	
TAMPA INTERNATIONAL AIRPORT	GRAYROBINSON, P.A.
4160 GEORGE J. BEAN PARKWAY	301 EAST PINE STREET
SUITE 2400, ADMINISTRATION BUILDING	SUITE 1400
TAMPA, FLORIDA 33607-1470	ORLANDO, FL 32801
ATTN: CHIEF EXECUTIVE OFFICER	ATTN: ROBERT F. STUART, JR.

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 24

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 25

SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 26

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 27

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed

between the parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 28

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 29

PROHIBITION AGAINS CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit C, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit C for each renewal option period, if exercised.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 30

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 31

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other

governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 32

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 33

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 34

FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

ARTICLE 35

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this

State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 36

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Contract, and the remainder of this Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 37

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 38

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 39

COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Contract.

ARTICLE 40

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 41

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 42

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

ARTICLE 43

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Company certifies by executing this Contract that, to the best of its knowledge and belief:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Company shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 44

CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Work, if any;

2. a change of the Contract amount, fees, hourly rates or other costs, if any;

3. a change of the basis of payment, if any;

4. a change in Contract time, if any; and

5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE percentage rate, if any.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 4 day of OCTOBER, 2018.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Victor D. Crist, Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: Janet M. Wood
Signature

Janet M. Wood
Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael Stephen, General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2018 by Robert I Watkins, in the capacity of Chairman of the Board of Directors, and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

NOTARY PUBLIC STATE OF FLORIDA
VIOLETTA CUMMINS
Commission # GG 111824
Expires June 20, 2021
Bonded Thru Budget Notary Services

_____
Signature of Notary

VIOLETTA CUMMINS
Printed Name

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

GRAYROBINSON, P.A.

BY: _____
Signature

Senior Government Affairs Consultant
Title

Robert F. Stuart, Jr.
Printed Name

301 East Pine Street, Suite 1400
Printed Address

Orlando, FL 32801
City/State/Zip

Signed in the Presence of:

_____
Witness

Emily Hillman
Printed Name

_____
Witness

Leigh Anne Thompson
Printed Name

GRAYROBINSON, P.A._____

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledge before me this 5th day of October, 2018
by Robert F. Stuart, Jr. (Individual's Name) in the capacity of Senior Government Affairs Consultant (Individual's Title)
at GrayRobinson (Company Name), a Professional Association (type of company), on its behalf He is (He is / She is)
Personally (Personally / Not Personally) known to me and has produced _____ (Form of Identification)

Stamp or Seal of Notary

LAURIE M. P
Notary Public, State
My comm. expires Nov.
No. F
Bonded thru Ashton Agency, Inc. (800)

_____
Signature of Notary

LAURIE PEREZ
Printed Name

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

Exhibit A
Scope of Work

As required by Authority, Company will provide Services as assigned by Director of Governmental Relations or designee throughout the Term of this Contract. Such Services will include, but will not be limited to, the following:

A. Representing Authority by lobbying various State legislative and executive agencies, boards, and councils on issues to include, but not be limited to:

    1. Transportation legislation and appropriations
    2. Business development
    3. Tourism

B. Monitoring and tracking State legislation and appropriations on issues to include, but not be limited to:

    1. Transportation and transit
    2. Economic development
    3. Aviation safety and security
    4. Law enforcement
    5. Tourism
    6. Special districts

C. Assisting Authority in identifying opportunities by providing grant announcements and other related information to Authority on the status of such grants.

D. Assisting Authority in seeking, developing, monitoring, tracking and securing prompt approval of funding sources and appropriations that would be of benefit to Authority for projects to include, but not be limited to:

    1. Economic development
    2. Transportation and transit
    3. Aviation safety and security
    4. Intermodal transportation with Authority partners

E. Serving as a liaison for Authority and making follow up contact with legislators, key legislative staff and executive agencies as appropriate to check status of appropriation requests and report in writing the status of such requests to the Director of Governmental Relations.

F. Advocating on behalf of Authority to support legislation on specific bills and issues of interest and benefit to Authority.

G. Making follow up contact with legislators, key legislative staff and executive agencies as appropriate to check status of legislation of interest to Authority.

H. Timely filing of activity reports with the State Lobbyist Registration Office.

I. Meeting for discussions on State issues with the Vice President of Communications, Director of Governmental Relations, and designated staff at Tampa International Airport (Airport) offices by teleconference, via on-line meeting, and/or in person meetings, as requested.

J. Providing monthly reports or periodic presentations as directed by the Director of Governmental Relations or designee.

K. At the direction of the Director of Governmental Relations, and as needs are identified, performing services not specifically enumerated herein, but similar in nature to those included in this Scope of Work.

L. Establishing and maintaining effective working relationships with legislators, State agencies, and officers, as well as other elected officials and members of their respective staffs.

M. Keeping Authority informed of projects and activities and advising Authority on pending legislation or regulations which might materially impact those projects and activities.

N. Keeping Authority informed of the projects and activities of various State agencies and advising Authority of possible programs and activities for which the Authority may make application.

O. Facilitating periodic meetings on matters of interest to Authority legislative program with legislative members, executive agencies and respective staff members.

Exhibit B
Rate Table

	Contract Years	Renewal Option		
	Year One	Year One	Year Two	Year Three
Annual Fixed Retainer Fee	$75,000.00	$75,000.00	$87,000.00	$87,000.00

Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **$1 million or more**.

Company: GrayRobinson, P.A. FID or EIN No.: 59-1300132

Address: 301 East Pine Street, Suite 1400

City/State/Zip: Orlando, FL 32801

I, Robert F. Stuart, Jr. as a representative of

GrayRobinson, P.A.

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of $1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of $1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE — Senior Government Affairs Consultant (TITLE)

Robert F. Stuart, Jr. (PRINTED NAME) — October 5, 2018 (DATE)

GRAYROB-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Florida
1560 Orange Avenue, Suite 750
Winter Park, FL 32789

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Insurance Company	41718
INSURER B : Landmark American Insurance Company	33138
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GrayRobinson, P.A.
301 E. Pine Street, #1400
Orlando, FL 32801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			LPL10010845601	09/21/2018	12/21/2019	Ret. $250,000	5,000,000
B	Professional Liab			LHZ771665	09/21/2018	12/21/2019	Ded. $5,000,000	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIR: $250,000 Claim / $500,000 Agg Retention -Endurance American Specialty Insurance Co., XS Professional Liability 09/21/18 – 12/21/2019, NAICS #41718, Policy # LPX10010846201 $5M Limit/$10M Deductible -Landmark American Insurance Co., XS Professional Liability 09/21/18 – 12/21/2019, NAICS #33138, Policy # LHZ771677 $5M Limit/$15M underlying/per claim/Agg -Ironshore Indemnity Insurance, XS Professional Liability 09/21/18 – 12/21/2019, NAICS #23647, Policy # 000185108, $10M Limit/$20M Deductible -QBE Insurance Corporation, XS Professional Liability 09/21/18 – 12/21/2019, NAICS #39217, Policy # QPL0015445, $10M Limit/$30M Deductible/$250K Retention -Scottsdale Insurance Company, XS Professional Liability 09/21/2018 – 12/21/2019, NAICS #41297, Policy # LXS0001168, $5M Limit/$40M Deductible/$250K Retention

CERTIFICATE HOLDER

Legal Work as Disclosure Counsel Pursuant to RFP
12-534-009 Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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