

**STATE LEGISLATIVE SERVICES AGREEMENT  
BY AND BETWEEN THE TAMPA PORT AUTHORITY AND  
THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC**

**THIS STATE LEGISLATIVE SERVICES AGREEMENT**, hereinafter referred to as the “**Agreement**,” is made and entered into by and between the Tampa Port Authority d/b/a Port Tampa Bay, hereinafter referred to as the “**Authority**,” a body politic and corporate organized under and existing by virtue of the laws of the State of Florida, whose address is 1101 Channelside Drive, Tampa, Florida 33602, and The Advocacy Group at Cardenas Partners, LLC, hereinafter referred to as “**Consultant**,” a Florida limited liability company, whose address is 215 South Monroe Street, Suite 602, Tallahassee, Florida 32301.

**WITNESSETH:**

**WHEREAS**, the Authority solicited requests for qualifications from interested state legislative services government relations consulting firms and solicited responses to its Request for Proposals No. P-007-16 (the “**RFP**”) for those services; and

**WHEREAS**, the Consultant responded to the RFP and on August 16, 2016, the Tampa Port Authority Board of Commissioners approved the selection of the Consultant for the award of a State Legislative Services Agreement; and

**WHEREAS**, the Authority has negotiated the following contract terms for state legislative services.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and given by each party to the other, the parties do hereby covenant and agree as follows:

**1. ENGAGEMENT AND TERM**

The term of this Agreement is one (1) year, beginning on September 10, 2016 and ending on September 9, 2017. The term may be extended by mutual agreement of the parties and consent of the Authority for two (2) consecutive one (1) year terms (the initial term and all extensions thereto are hereinafter collectively referred to as the “**Term**”).

**2. SCOPE OF SERVICES**

The Consultant will, in accordance with the highest legal, ethical, and professional standards, perform the duties outlined below (the “**Services**”):

- a. Identify, review, and analyze any and all State legislative bills, resolutions, or other matters related to the Florida legislative session affecting, or that may affect, the Authority, seaports, freight, trade, transportation, economic development, and inform the Authority of these matters.

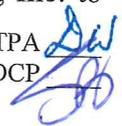
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- b. Develop an overall strategy with staff to ensure issues of concern to the Authority are addressed to the Authority's satisfaction and demonstrate a keen understanding of Authority priorities, policy objectives, project merits, and supporting data.
- c. Develop and implement strategy for the support, opposition, or amendment of pending legislation that may impact the Authority, seaports, freight, trade, transportation, and economic development.
- d. Work with members of the Legislature, including House and Senate leadership, and the Executive Branch, to ensure their understanding and support of matters of importance to the Authority. Work closely with members from the Tampa Bay region and in particular the Hillsborough County Legislative Delegation and the Bay Area Legislative Delegation (BALD).
- e. As needed, work with Authority staff and board to pursue through the legislative process necessary revisions/updates to the Authority's Enabling Act.
- f. Work with Authority staff and board to develop special or general legislation, as needed, in keeping with, or supporting of the Authority's legislative priorities.
- g. Lobby before the Legislature, Governor, Cabinet, and other appropriate departments/agencies of State government as necessary on behalf of the Authority and Florida seaports. Such efforts are to take place during the annual legislative session, extended, or special session(s), and legislative committee meetings and meetings of the Hillsborough County Legislative Delegation and the BALD and as required/needed during other times of the year.
- h. Appear and testify before state agency hearings, rulemaking proceedings, and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the Authority in association with the Authority's legislative priorities.
- i. Upon request, coordinate appointments/meetings between the Authority board or staff, and appropriate state officials and legislators.
- j. The Consultant shall provide access to its Tallahassee offices for the Authority staff during the legislative session.
- k. In addition to effective, regular communication with Authority staff, work in close consultation with appropriate statewide organizations/associations, including the Florida Ports Council on Authority, seaport, freight, transportation, trade, economic development, and related issues.

This Agreement is non-exclusive and, accordingly, the Authority reserves the right to engage additional consulting firms to perform the Services on an as-needed basis, from time to time. The Authority has also retained the state legislative services of Ballard Partners, Inc. to

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perform the Services concurrently with Consultant. The Consultant agrees to cooperatively work with Ballard Partners, Inc. and any other consulting firm retained by the Authority and to coordinate the performance of the Services with such consulting firms.

**3. SUPERVISION AND STAFFING**

Consultant shall utilize John Thorington, Vice President Government Affairs & Board Coordination, as the principal contact at the Authority, or such other person designated by either the Vice President Government Affairs or the Authority's President and Chief Executive Officer (the "**Authority Contact**"). The Consultant's primary contact persons regarding assignments from the Authority are designated as **Justin Day and Slater Bayliss** (the "**Consultant Contact**"). The Consultant Contact shall be responsible for supervising and coordinating the performance of the Services within Consultant's firm and with its SBE partner, and filing all required reports with the Authority. In addition, the Consultant should make every effort to maintain continuity of personnel for the Authority's work. Any changes in staff providing services under this Agreement will trigger a review of the Agreement by the Authority and a determination by the Authority as to whether or not it wishes to terminate this Agreement. Should it become necessary to substitute firm personnel, any costs associated with personnel changes will be borne solely by the Consultant.

**4. SBE SERVICES**

The Consultant proposed to utilize the services of a Small Business Enterprise (SBE) partner in its response to Request for Proposals ("**RFP**") No. P-007-16. The utilization of SBE sub-consultant services was a material consideration in the selection of Consultant to provide the services for this Agreement. The Consultant shall obtain written acceptance by the Authority before changing, modifying, or adding to the SBE partners proposed by the Consultant. The SBE partner initially proposed and accepted by the Authority for this Agreement is **Chris L. Floyd and Associates**.

**5. TIMELY COMMUNICATIONS**

Non-urgent communications should be sent by regular mail or other economical means. Overnight couriers should be used only when reasonably necessary. The Authority encourages the use of e-mail to reduce costs and facilitate quick transmission of documents. Consultant shall at all times be cognizant that any written communications may be subject to Chapter 119, Florida Statutes (the "**Florida Public Records Law**"), before initiating any communication with the Authority.

**6. ONGOING CONSULTATION**

Consultant shall notify the Authority of all deadlines and key dates and provide timely status updates as reasonably required in the performance of the duties set forth herein. In addition, Consultant shall keep the Authority Contact reasonably informed as to events that occur within the governmental sector that might affect the Authority.

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7. **PAYMENT OF FEES AND COSTS**

Professional fees for all Services performed, including all expenses incurred in the performance of the Services, shall not exceed the sum of Sixty Thousand Dollars (\$60,000.00) per contract year, payable monthly in arrears at Five Thousand Dollars (\$5,000.00) per month (1/12<sup>th</sup> of the total amount), depending on the performance of the Services. Expenses incurred by the Consultant are considered to be outside of the scope of this Agreement and are to be borne by the Consultant, except as specifically authorized in writing by the Authority Contact on special assignments. Consultant shall remit statements for payment on or before the 20<sup>th</sup> day of each month and payment will be made on or before the 10<sup>th</sup> day of the following month.

8. **CONFIDENTIALITY**

The Consultant acknowledges its responsibility, both during and after the Term, to use all reasonable efforts to preserve the confidentiality of any information or data developed by Consultant on behalf of the Authority or disclosed by the Authority to the Consultant. Notwithstanding the above, the Consultant's obligation to maintain the confidentiality of any such information in its possession or control relating to the Services performed shall be subject to the Public Records Laws and shall be promptly produced by the Consultant to comply with a public records request in accordance with the Public Records Law.

9. **CONFLICT OF INTEREST**

The Consultant shall immediately notify and discuss with the Authority if a legislative position taken by the Authority conflicts with Consultant's position on behalf of another client. In no instance shall Consultant takes a position on behalf of another client to the detriment of the position of the Authority.

10. **COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable laws, rules, and regulations, including all state and federal reporting requirements. The Consultant shall provide the Authority with a copy of any and all required reports.

11. **INDEMNIFICATION**

The Consultant covenants and agrees to indemnify and save harmless the Authority and its Board, officers, agents, and employees, from and against any and all claims, demands, costs, damages, debts, liabilities, and causes of action of every kind and character whatsoever, whether in law or in equity, and including reasonable attorneys' fees and costs, arising in whole or in part from the acts or omissions of Consultant, its employees or agents or arising in whole or in part from a breach of this Agreement.

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**12. INSURANCE REQUIREMENTS**

Consultant shall comply with the insurance requirements as set forth in RFP No. P-007-16, attached as **Exhibit “A”** and incorporated by reference herein.

**13. TERMINATION**

The Consultant or the Authority may terminate this Agreement at any time during the term of this Agreement with thirty (30) days’ advance written notice to the other party at the applicable address set forth above.

**14. NOTICE**

All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered when delivered to the addressee at the address stated in this Agreement (or such other address as may hereafter be specified by notice in writing) by (a) hand delivery, (b) courier services, (c) facsimile transmission, acknowledged by the recipient, or (d) mailing of such notice, registered or certified mail, postage prepaid. All notices under this Agreement shall be sent to the following parties:

**Consultant:**

Al Cardenas, Senior Partner  
The Advocacy Group at Cardenas Partners, LLC  
701 South Howard Avenue, Suite 106-326  
Tampa, Florida 33606

**Authority:**

John Thorington, Vice President Government Relations  
Port Tampa Bay  
1101 Channelside Drive  
Tampa, Florida 33602

**With a Copy to:**

Donna D. Wysong, Vice President – Legal Affairs  
Port Tampa Bay  
1101 Channelside Drive  
Tampa, Florida 33602

**15. PUBLIC RECORDS**

This Agreement shall allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. Authority may unilaterally terminate the Agreement if the Consultant refuses to allow public access as required in this section.

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If, under this Agreement, the Consultant is providing services and is acting on behalf of the Authority, as provided under subsection 119.011(2), Florida Statutes, the Consultant, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

If Consultant considers any portion of any documents, data, or records submitted to the Authority to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Consultant shall simultaneously provide the Authority with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number, and shall be clearly titled "Confidential". The redacted copy shall only redact those portions of material that the Consultant claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Authority will provide the Consultant-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Authority will notify the Consultant such an assertion has been made. It is the Consultant's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Authority becomes subject to a demand for discovery or disclosure of the confidential information of the Consultant under legal process, the Authority shall give the Consultant prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law). Consultant shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

Consultant shall protect, defend, and indemnify the Authority for any and all claims arising from or relating to Consultant's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Consultant fails to

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submit a redacted copy of information it claims is confidential, the Authority is authorized to produce all documents, data, and records submitted to the Authority in answer to a public records request for these records.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RENEÉ DENNIS, AT (813) 905-5142, [rdennis@tampaport.com](mailto:rdennis@tampaport.com), OR THE VICE PRESIDENT OF LEGAL AFFAIRS, DONNA WYSONG, AT (813) 905-5043, [dwysong@tampaport.com](mailto:dwysong@tampaport.com), 1101 CHANNELSIDE DRIVE, TAMPA, FLORIDA 33602.**

16. **GENERAL PROVISIONS**

a. **Governing Laws.** This Agreement is to be read and construed in accordance with the laws of the State of Florida. Any disputes relating to this Agreement must be resolved in accordance with the laws of the State of Florida.

b. **Jurisdiction and Venue.** The Consultant, by execution of this Agreement, hereby acknowledges that it is doing business in the State of Florida. In the event the Consultant fails or ceases to have a registered agent or resident agent for service of process located in the State of Florida, the Consultant shall be deemed to constitute and appoint the Secretary of State of Florida as its agent for the service of process in any civil action begun in the courts of the state against Consultant. The execution of this Agreement by the Consultant is signification of its agreement that process against it which is so served is of the same validity as if served personally on Consultant. It is further agreed that venue for all disputes hereunder lies and shall be maintained exclusively in the federal and state courts with jurisdiction in Hillsborough County, Florida, and Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Hillsborough County, Florida.

c. **Amendments.** This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both parties, and attached to the original executed copies of this Agreement.

d. **Waivers.** Any waiver at any time by either party of any breach of, or default in, any of the terms, covenants, provisions, and conditions of this Agreement or these general Agreement conditions shall not be construed to be a waiver of any other terms, covenants, provisions, and conditions hereof or a waiver of any breach of default other than that specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the covenants or agreements contained in, or to exercise any one or more of its rights or remedies under this Agreement shall not be construed to be a waiver of the Authority's right thereafter to

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enforce any such covenant or agreement or to exercise any such right or remedy. No waiver by the Authority shall be deemed to have been made unless expressed in writing and signed by the Authority.

e. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

f. **No Agency Relationship Created.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

g. **Gender Neutral.** The neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so required.

h. **Remedies Cumulative.** No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

i. **Disputes and Attorneys' Fees.** The Services shall be performed by the Consultant to the reasonable satisfaction of the Authority, and all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder and the character, quality, amount, and value thereof, which cannot be settled by mutual agreement of the parties shall be settled by recourse to litigation under Florida law. In the event of default or breach of any portion of this Agreement, should the party not in default employ attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party, including, without limitation, any fees and costs incurred during mediation, appellate or administrative proceedings.

j. **Time of Essence.** Time is of the essence with respect to each date or time specified in this Agreement by which an event is to occur.

k. **Assignment.** This Agreement may not be assigned by Consultant without the prior written consent of the Authority.

l. **Parties Bound.** This Agreement binds and inures to the benefit of the parties and their respective successors and assigns where assignment is permitted by this Agreement.

m. **Captions.** All captions in this Agreement are for reference and convenience only and shall not modify or affect the provision of this Agreement in any manner.

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n. **Interpretation.** Both Authority and Consultant and their respective legal counsel have reviewed and have participated in the preparation of this Agreement. According, no presumption will apply in favor of either party in the interpretation of this Agreement or in the resolution of the ambiguity of any provision hereof.

o. **Entire Agreement.** This Agreement constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

p. **Counterparts.** The parties hereto may execute this Agreement in counterpart and such signatures shall have the same effect as if signed all at the same time. Regardless of the specific dates executed by the Consultant, the binding date for purposes of execution shall be the date signed by Authority.

q. **Third Parties.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

r. **Payment Obligations.** To the extent the Authority has payment obligations hereunder, such obligations are not secured by a specific lien upon any "Pledged Funds" as defined in the Authority's outstanding bond documents, but are secured solely by a covenant of the Authority to budget and appropriate adequate non-ad valorem revenues for the payment therefor.

s. **Ad Valorem Taxes.** This Agreement shall not constitute a general indebtedness secured by ad valorem taxes of the Authority, or any other political subdivision of the State of Florida. No holder of this Agreement shall ever have the right to (i) compel, directly, or indirectly, the exercise of any ad valorem taxing power of the Authority, or any other political subdivision of the State of Florida, or taxation, in any form, of any real property, in either instance, to pay the cost of operation and maintenance of the properties of the Authority or to pay payments hereunder or the interest thereon.

t. **Authority to Execute.** Consultant represents and warrants that it is duly formed and in good standing, and has taken all corporate action necessary to carry out the terms and conditions of this Agreement so that when executed, this Agreement shall constitute a valid and binding obligation enforceable in accordance with its terms. Consultant further represents and warrants that the undersigned officer of Consultant has good corporate power and authority to enter into this Agreement on behalf of Consultant.

u. **Conflict of Terms.** If there is a conflict between the terms and conditions of this Agreement and any Exhibits attached hereto, this Agreement shall prevail.

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v. Non-Exclusivity of Agreement. Consultant understands and agrees that this Agreement is non-exclusive and the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

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[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 20 day of December, 2016.

Witnesses

**TAMPA PORT AUTHORITY**  
**d/b/a Port Tampa Bay**

Renee W. Dennis

A. Paul Anderson

Print Name: Renee W. Dennis

A. Paul Anderson,  
President & Chief Executive Officer

Tina C. Moore

Print Name: Tina C. Moore

Approved as to form this 2<sup>nd</sup> day of December, 2016.

Donna D. Wysong

Donna D. Wysong  
Vice President of Legal Affairs

Witnesses:

**THE ADVOCACY GROUP**  
**AT CARDENAS PARTNERS, LLC**

Charles Klug

By: SLATER W. BAISS

Print Name: Charles Klug

Print Name: Slater W. Bais

R. Justin Day

Title: PARTNER

Print Name: R. Justin Day

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EXHIBIT "A"

**1.00 INSURANCE REQUIREMENTS**

- 1.01 During the term of the Agreement, Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the Tampa Port Authority d/b/a Port Tampa Bay ("Authority"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Hillsborough County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The Authority shall be specifically included as an additional insured on Consultant's Commercial General Liability, Umbrella Liability and Business Automobile Liability policies and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The Authority's additional insured status should be extended to the Completed Operations coverage. ISO's standard "Blanket Additional Insured" will not be acceptable.
- 1.04 Consultant shall deliver to the Authority, prior to the Authority issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the Authority, on a timely basis, if requested by the Authority.
- 1.05 Ten days after the Authority has issued the Notice to Proceed, if Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the Authority may, at the Authority's sole discretion, (a) terminate or suspend this Agreement and seize the amount of Consultant's bid security (Bid Bond, cash or other security acceptable to the Authority) or, (b) purchase such insurance coverage and charge Consultant for such coverage purchased plus fifteen percent (15%) for administrative costs. The Authority shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of the Authority to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Agreement.
- 1.06 Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the Authority requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, Consultant shall promptly authorize and have delivered such statement to the Authority.
- 1.07 Consultant authorizes the Authority and/or its insurance consultant to confirm all information furnished to the Authority, as to its compliance with its Bonds and Insurance Requirements, with Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of Consultant shall be primary to any insurance or self-insurance program carried by the Authority. The Authority's insurance or self-insurance programs

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or coverage shall not be contributory with any insurance required of Consultant in this Agreement.

- 1.09 The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to Consultant by the Authority.
- 1.11 The insurance coverage and limits required of Consultant under this Agreement are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for Consultant. Consultant alone shall be responsible for the sufficiency of its own insurance program. Should Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 The Authority and its Tenants may continue to operate their businesses on the Authority's premises during the activities of Consultant. No property used in connection with their activities shall be considered by Consultant's insurance company as being in the care, custody, or control of Consultant.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then Consultant agrees, if required by the Authority, to provide, pay for, and maintain a surety bond acceptable to the Authority from an insurance company acceptable to the Authority (or a standby irrevocable Letter of Credit acceptable to the Authority) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the work.
- 1.14 All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the Authority thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions. Such notice shall be delivered by certified or registered mail and shall be given to:

Mike Macaluso  
Chief Financial Officer  
Tampa Port Authority  
1101 Channelside Dr.  
Tampa, Florida 33602-3612

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- 1.16 Renewal Certificate(s) of Insurance shall be provided to the Authority at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of Consultant in this Agreement.
- 1.17 If Consultant fails to provide or maintain the insurance coverage required in this Agreement at any time during the term of the Agreement, the Authority may terminate or suspend this Agreement, or, at the Authority's sole discretion, be authorized to purchase such coverage and charge Consultant for such coverage purchased plus fifteen percent (15%) for administrative costs. The Authority shall be under no obligation to purchase such insurance or be responsible for the coverage purchased or the financial stability or responsibility of the insurance company used. The decision of the Authority to purchase such insurance coverage shall in no way be construed as a waiver of its rights under this Agreement.
- 1.18 If Consultant utilizes contractors or sub-contractors to perform any work governed by this agreement, Consultant will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of Consultant. In addition, Consultant will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for Consultant contained within this Agreement. Consultant shall obtain Certificates of Insurance comparable to those required of Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to Authority upon request.

**2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by Consultant unless excused from compliance in writing by the Authority.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

2.02.01 **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida, and, if applicable to the work involved, shall include U.S. Longshore and Harbor Workers' Compensation Act Coverage. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

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2.02.02 **Commercial General Liability Insurance** shall be maintained by Consultant on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00	Combined Single Limit Each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by Consultant for a period of not less than four (4) years following Final Completion and Acceptance by the Authority.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

2.02.03 **Business Automobile Liability Insurance** shall be maintained by Consultant as to ownership, maintenance, use, loading, and unloading of all owned, non-owned, leased, or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00	Limit Each Accident
Property Damage Liability	\$1,000,000.00	Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00	Combined Single Limit Each Accident
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2.02.04 **Professional Liability Insurance** shall be maintained by Consultant that will respond to claims arising out of the professional liability services provided by Consultant. The minimum acceptable limits of such coverage shall be \$2,000,000 and shall be maintained for a minimum of four (4) years following the termination of this Agreement.